

## **TRANSNET NATIONAL PORTS AUTHORITY**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

### **REQUEST FOR QUOTATION (RFQ)**

**FOR THE: APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF HEAT VENTILATION AND AIR CONDITIONING, SPLIT AND CASSETTE UNITS IN THE VARIOUS BUILDINGS AND MARINE CRAFTS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 MONTHS**

<b>RFQ NUMBER</b>	<b>: TNPA/2022/07/0622/6908/RFQ</b>
<b>ISSUE DATE</b>	<b>: 14 July 2022</b>
<b>NON- COMPULSORY BRIEFING</b>	<b>: 22 July 2022</b>
<b>CLOSING DATE</b>	<b>: 11 August 2022</b>
<b>CLOSING TIME</b>	<b>: 14h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

## Contents

### Number    Heading

## The Tender

### Part T1: Tendering Procedures

- T1.1          Tender Notice and Invitation to Tender
- T1.2          Tender Data

### Part T2: Returnable Documents

- T2.1          List of Returnable Document
- T2.2          Returnable Schedules

## The Contract

### Part C1: Agreements and Contract Data

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

### Part C2: Pricing Data

- C2.1          Pricing Instructions
- C2.2          Priced contract with price list

### Part C3: Scope of Work

- C3.1          Works Information

### Part C4: Site Information

- C4.1          Site Information

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	APPOINTMENT OF A SERVICE PROVIDER FOR THE MAINTENANCE OF HEAT VENTILATION AND AIR CONDITIONING, SPLIT AND CASSETTE UNITS IN THE VARIOUS BUILDINGS AND MARINE CRAFTS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 MONTHS
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> <b>FREE OF CHARGE</b> . The tender may also be downloaded on the Transnet website at <a href="https://transnetetenders.azurewebsites.net/">https://transnetetenders.azurewebsites.net/</a>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	A non-Compulsory Tender Clarification Meeting will be conducted at via MS TEAMS <b>on the 22 July 2022, at 10:00am [10 O'clock]</b> for a period of ± 2 (two) hours. BELOW IS THE LINK TO JOIN THE MEETING:  <a href="#">Click here to join the meeting</a>  The Non- Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.
<b>CLOSING DATE</b>	<b>14:00pm on (2022/11/08)</b> Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.
<b>INTENTION TENDER TO</b>	Tenderers are to please indicate their <b>intention to respond to this tender</b> to the following addresses: <a href="mailto:Malebo.Nooi@transnet.net">Malebo.Nooi@transnet.net</a> by <b>04 August 2022</b> . This is to ensure that any required communication (e.g., addenda to the RFQ) in relation to this RFQ reaches those intending to respond.  Any addenda to the RFQ or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFQ.  Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this RFQ with the possible consequence of either being disadvantaged or disqualified as a result thereof.

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

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

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

## 3. CONFIDENTIALITY

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

#### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-17, **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;*



Transnet National Ports Authority

TENDER NUMBER: TNPA/2022/07/0622/6908/RFQ

Description of the Works: Appointment of a service provider for the Maintenance of Heat Ventilation and Air Conditioning, Split and Cassette Units in the various buildings and Marine crafts in the Port of Saldanha for a period of 24 months

- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
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
<b>Part C: The contract</b>	
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: Option A C2.2 Price List

	Part C3: Scope of work	C3.1 Scope of work
	Part C4: Site Information	C4.1 Site Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Malebo Nooi
	Address:	Bayvue Centre Marine Drive Saldanha 7395
	Tel No.	022 703 5419
	E – mail	Malebo.Nooi@transnet.net

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

**1. Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:**

- a) Tenderers must be an Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) having a minimum B-BBEE Status Level 2.

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

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

- a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **2 ME or higher** class of construction work, are eligible to have their tenders evaluated.

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

**3. Stage Three - Functionality**



Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 70 points.

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

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

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 package are as follows:

Identification details:

The tender documents must be uploaded with:

- **Name of Tenderer:** (insert company name)
- **Contact person and details:** (insert details)
- **The Tender Number:** TNPA/2022/04/0340/RFQ
- **The Tender Description:** Appointment of a service provider for the Maintenance of Heat Ventilation and Air Conditioning, Split and Cassette Units in the various buildings and Marine crafts in the Port of Saldanha for a period of 24 months.

Documents must be marked for the attention of  
***Employer's Agent: Malebo Nooi***

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

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

Time: **14:00pm** on the **11 August 2022**

Location: The Transnet e-Tender Submission Portal: [www.transnet.net](http://www.transnet.net)

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity.

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

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- C3.11 The minimum number of evaluation points for functionality is: **70**  
The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

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

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#### **Functionality Criteria**

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

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
<b>Evaluation Schedule:</b>  <b>T2.2-01 Management &amp; CV's of key personnel</b>	<b>The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service. For each of the Key personnel the following should be included:</b> <ul style="list-style-type: none"><li>• CV</li><li>• Proof of qualification/s</li></ul> <b>If no Proof of qualification/s or CV is submitted, a score of zero will be given.</b>		
	<i>Key personnel should include at least, amongst others:</i>		<b>13</b>
	<b>Project Manager</b> Qualification required: National Diploma in Project Management or Mechanical/Electrical Engineering or equivalent or higher.	<b>6</b>	
	<b>Refrigerant Artisan/Technician</b> Qualification required: N2 Certificate and Trade Test Certificate in HVAC.	<b>4</b>	
	<b>Artisan/Technician Assistant</b> Qualification required: No qualification required. Only a CV	<b>3</b>	
<b>Evaluation Schedule:</b>	<b>Bidder must submit a comprehensive and detailed project specific organogram that shows the structure and composition of their management structure involved in the <i>works</i> in a hierarchy format, inclusive of the key staff/professionals.</b>		

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
<b>T2.2-02 Project Organogram</b>	<i>The tenderer shall demonstrate the following:</i>		
	A project specific organizational chart needs to be provided that indicates the following, as a minimum: Key personnel, Reporting lines and number of labourers with work description. Information should be provided in the form of an organizational chart or organogram. <b>No other format will be accepted.</b>	<b>5</b>	<b>5</b>
<b>Evaluation Schedule:</b>  <b>T2.2-03 Previous Experience</b>	<b>Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following (only HVAC and Air Conditioning Projects will be considered)</b>		
	<i>The tenderer shall demonstrate the following:</i>		
	A list of past / current comparable projects. Bidder must provide contactable reference Letters, indicate project detail i.e. project cost, purchase order, contact person and number, etc.)	<b>13</b>	<b>18</b>
	Magnitude of Previous Similar Projects Completed or Currently executing.	<b>5</b>	
<b>Evaluation Schedule:</b>  <b>T2.2-04 Method Statement</b>	<b>The bidder must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project. In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:</b>		
	Bidder must submit a method statement that address all the aspects of the execution in detail. The Method statement should include the following as a minimum:	<b>25</b>	<b>25</b>

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
	<ul style="list-style-type: none"> <li>Service and maintenance</li> <li>Response time to callouts</li> <li>Maintenance plan</li> <li>Address maintenance records and checklists</li> <li>Incidence reporting</li> <li>Protecting public and TNPA staff</li> </ul> <p>Bidders must reference to the complete scope of work provided in the Works Information.</p>		
<b>Evaluation Schedule:</b>  <b>T2.2-05 Programme</b>	<b>The tender must provide a programme which provides the detail that would indicate the order and timing of activities to carry out the services in terms of the Employer's requirements and within the stipulated timeframes. The Tenderer shall produce a schedule according to the Employer's objectives:</b>		
	<p>The bidder must clearly demonstrate how he or she intends to meet the project deadlines in the schedule. The following tasks should be included in the schedule as a minimum.</p> <ul style="list-style-type: none"> <li>SHE File compilation and approval.</li> <li>SHE Induction.</li> <li>Time for sourcing of spare material and delivery to site.</li> <li>12 Monthly service and its duration</li> <li>Tasks/activities per location</li> </ul> <p>The schedule shall be in a logical order and timeframes of the activities shall be indicated clearly, and shall be realistic,</p>	22	22

<b>Evaluation Schedule:</b>  <b>T2.2-06 Health and Safety Plan</b>	<b>The bidder must submit the following documents as a minimum with the tender submission:</b>		
	Bidders must submit <b>Appointment Letters with Roles and Responsibilities</b>	<b>2</b>	<b>17</b>
	<b>Execution of Works</b> - Bidder must submit a <b>Safety Operating Procedure/Works Instruction</b> related to the execution of scope of work.	<b>3</b>	
	Bidder must provide <b>Medical Fitness of Personnel</b>	<b>5</b>	
	<b>Risk Management and Control</b> – Bidder to submit a risk assessment that addresses all requirement of the risk assessment	<b>5</b>	
	<b>Health and Safety Policy - Letter of commitment</b> to comply with Transnet SHE requirements (Signed by company CEO)	<b>2</b>	
<b>Maximum Score</b>			<b>100</b>

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

T2.2-04	Management & CV's of key personnel
T2.2-05	Previous experience
T2.2-06	Method Statement
T2.2-07	Programme,
T2.2-08	Project Organogram
T2.2-09	Health and Safety Management

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)). The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6 and 7.

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

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

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - c) has the legal capacity to enter into the contract,
  - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - e) complies with the legal requirements, if any, stated in the tender data and
  - f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per** Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017: Exempted Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs) having a minimum B-BBEE Status Level 2.
- T2.2-02 **Stage Two as per PPPFA: Eligibility Criteria Schedule** - CIDB Registration
- T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule** - Declaration Certificate of Local Production and Content (SBD 6.2)

### 2.1.2 Stage Four - Functionality as per CIDB: these schedules will be utilised for evaluation purposes:

- T2.2-04 **Evaluation Schedule:** Management & CVs of key personnel
- T2.2-05 **Evaluation Schedule:** Previous experience
- T2.2-06 **Evaluation Schedule :** Method Statement
- T2.2-07 **Evaluation Schedule:** Programme,
- T2.2-08 **Evaluation Schedule:** Project Organogram
- T2.2-09 **Evaluation Schedule:** Health and Safety Management

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Letter of Good Standing
- T2.2-13 Schedule of proposed Subcontractors

#### Agreement and Commitment by Tenderer:

- T2.2-14: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFP Declaration Form
- T2.2-17 RFP – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 Supplier Code of Conduct
- T2.2-21 Agreement in terms of Protection of Personal Information Act (POPIA)

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

**2.3 C1.2 Contract Data**

**2.4 C1.3 Forms of Securities**

**2.5 C2.1 Pricing Instructions**

**2.6 C2.2 Price List**

## T2.2-01 ELIGIBILITY CRITERIA SCHEDULE: B-BBEE STATUS LEVEL: 2

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

### It is a specific tendering condition that tenderers:

Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017: Exempted Micro Enterprises (**EMEs**) or Qualifying Small Enterprises (**QSEs**) having a minimum B-BBEE Status **Level 2**.

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

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

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

Provide information of the Sub-consultants below:

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

<b>2</b> .						
<b>3</b> .						
<b>4</b> .						

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

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

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

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

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

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## T2.2-02: ELIGIBILITY CRITERIA SCHEDULE - CIDB GRADING DESIGNATION

### Note to tenderers:

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

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 **2 ME** or higher class of construction work, are eligible to have their tenders evaluated.

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**SBD 6.2****T2.2-03: ELIGIBILITY CRITERIA SCHEDULE: DECLARATION OF CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

**1. General Conditions**

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

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

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

## 2. Definitions

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

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

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

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

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

- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<ul style="list-style-type: none"> <li>• Plastic Pipes -</li> <li>• Fasteners (bolts, nuts, rivets and nails)-</li> <li>• Electrical Cable Products-</li> </ul>	<p>100%</p> <p>100%</p> <p>90%</p>

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

( ***Tick applicable box*** )

YES		NO	
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- 4.1. If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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



Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

## LOCAL CONTENT DECLARATION

**(REFER TO ANNEX B OF SATS 1286:2011)**

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

**IN RESPECT OF BID NO: TNPA/2022/07/0622/6908/RFQ**

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

NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

Price of the Designated commodity <b>Fasteners (bolts, nuts, rivets and nails)</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

Price of the Designated commodity <b>Electrical Cable Products</b> Ex Vat	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).	
<b>SIGNATURE:</b> _____  	<b>DATE:</b> _____  
<b>WITNESS No. 1</b> _____  	<b>DATE:</b> _____  
<b>WITNESS No. 2</b> _____  	<b>DATE:</b> _____  

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

## **Schedule A – Non-compliance for Local Content**

### **Non-compliance Penalties for Local Content:**

- a) If for any reason the *Contractor* is unable to achieve the local content undertaking, the *Contractor* must approach the Department of Trade and Industry ("DTI") to obtain exemption in order to supply the goods at a lower local content threshold. The *Contractor* is obliged to approach DTI for exemption within 10 (ten) days of determining that it is unable to achieve any milestone target or local content threshold.
- b) Should the DTI provide exemption, the *Contractor* shall be entitled to provide the goods at the lower local content threshold set by DTI. In such event, the Parties shall in good faith renegotiate the milestone targets or local content undertaking to ensure that the lowered local content thresholds are achieved.
- c) Should DTI not provide the necessary exemption, the *Contractor* shall be obliged to meet each milestone target as stated in the Local Content Plan or the local content undertaking.
- d) Should the *Contractor* fail to meet any milestone target or the local content undertaking, the following remedies shall apply without limiting any of the *Employer's* other rights in law:
  - i. The *Employer* shall afford the *Contractor* a period of thirty (30) days to remedy its non-compliance.

- ii. Should the *Contractor* fail to meet its obligations within the further 30 day period, the *Contractor* shall pay a Non-Compliance penalty ("Non-compliance Penalty") to the *Employer* in respect of such Non-compliance as set out in clause iv below. The penalties shall be imposed per milestone measurement for non-delivery of committed values in the case of a Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately.
  - iii. To the extent that the Actual Local Content Spend<sup>1</sup> is lower than the Required Local Content Spend<sup>2</sup> (or the Adjusted Required Local Content Spend<sup>3</sup>, as the case may be), the *Contractor* shall be liable for Penalties which is the difference in value between the Actual Local Content Spend and the Required Local Content Spend (or the Adjusted Required Local Content Spend, as the case may be) plus an additional percentage of such difference. Such Non-compliance Penalties shall be calculated and levied at the relevant milestones as stipulated in the Local Content Plan or shall be imposed against the non-delivery of committed values where local content undertakings must be met immediately, in accordance with clause iv below.
  - iv. Non-compliance penalties shall apply at the following rate: the difference in value between the Required Local Content Spend and the Actual Local Content Spend, plus 5% of such difference.
  - v. In order to guarantee that the *Contractor* meets its obligations in terms of the Local Content Plan or its committed local content undertaking, the *Employer* shall be entitled to retain a Non-compliance Penalty at the rate of 1% of every monthly payment due by the *Employer* to the *Contractor* over the contract period ("the Local Content Retention Amount"). The Local Content Retention Amount shall be set off against any penalties payable by the *Contractor* at any milestone assessment.
- e) Should no penalties be imposed during the duration of the contract, the *Employer* shall refund the full value of the Local Content Retention Amount to the *Contractor* at the end of the contract period.
- f) Should any unpaid penalties remain at the end of the contract period, then without limiting other rights that the *Employer* may have in law, the *Contractor* shall forfeit the Local Content Retention Amount and shall have no further claim against the *Employer* for the repayment of such amount.

### **Non-compliance Penalty Certificate:**

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

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

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

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

#### **Payment of Non-compliance Penalties:**

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

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

## T2.2-04: EVALUATION SCHEDULE - MANAGEMENT & CV'S OF KEY PERSONNEL

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
  - i. Relevant experience – at least four (4) years of experience involved in and knowledge of issues pertinent to the project.
  - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Air conditioning and refrigeration of education include trade test certificate and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

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

- i. Personal particulars
  - a. Name
  - b. Place (s) of tertiary education and dates associated therewith
  - c. Professional awards
- ii. Qualifications (degrees, diplomas, certificates, trade test, grades of membership of professional societies)
- iii. Name of current employer and position in enterprise
- iv. Overview of post qualification experience (year, organization and position)
- v. Outline of recent assignments / experience that has a bearing on the Scope of Works

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project or site manager		

2	Trade tested refrigerant artisan or technician		
3	Artisan or technician assistant		

The scoring of the Management & CV's of Key Persons will be as follows:

<b>Score 0</b>	Failed to provide information No response.
<b>Score 20</b>	Key staff do not have suitable levels of relevant experience and qualifications or equivalent specialised training. Inadequate organisation chart. No clear indication of roles and responsibilities and specific function of each team member
<b>Score 40</b>	Key staff has limited recommended levels of relevant experience and qualifications. Key staff has 1 years' experience. Inadequate indication of roles and responsibilities and specific function of each team member on the organogram.
<b>Score 60</b>	Key staff have acceptable levels of relevant experience and qualifications. Key staff has more than 2 years but up to 3 years' experience. Organisation chart showing reasonable indication of roles and responsibilities and specific function of each team member.
<b>Score 80</b>	Key staff have acceptable levels of relevant experience and qualifications. Keys staff has more than 3 but less than 4 years' experience. Organisation chart showing adequate indication of roles and responsibilities and specific function of each team member.
<b>Score 100</b>	All Key staff have acceptable levels of relevant experience and qualifications with more than 4 years' experience. Organisation chart showing more than adequate indication of roles and responsibilities and specific function of each team member.



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

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**T2.2-05: EVALUATION SCHEDULE: PREVIOUS EXPERIENCE**
**Note to tenderers:**

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
- Maintenance of HVAC System and Air Conditioners
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

**Index of documentation attached to this schedule**

	DOCUMENT NAME
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7</b>	

Score	Previous Experience
<b>0</b>	The Tenderer failed to address the question / issue. Has not submitted the required information.

<b>20</b>	<p>The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the scope of works.</p> <p>The tenderer has limited or poor evidence of previous experience.</p>
<b>40</b>	<p>The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderer generally have experience in two (2) projects relating to scope of <i>works</i>.</p> <p>The tenderer lacks convincing evidence of knowledge of previous experience, specific to the <i>works</i>.</p>
<b>60</b>	<p>The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in three (3) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i>.</p>
<b>80</b>	<p>The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability to meet the stated project requirements. Tenderer generally have experience in four (4) projects relating to the scope of works. The tenderer has extensive previous experience in relation to the <i>works</i>.</p>
<b>100</b>	<p>The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderer generally have experience in more than four (4) projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.</p>

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

### Note to tenderers:

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

- A detailed method statement is required. The method state shall cover all the key activities outlined in the scope of work and shall be sufficiently detailed to demonstrate the capability of the tender. The method statement shall include the environmental and SHE factors that will be experienced on site during construction and installation.

In addition to general methodology for the project please provide specific information for the following points:

1. How to service and maintain HVAC system and air conditioners in a proper and safe operating condition.
2. How to respond to call out during emergencies and execute maintenance (repairs) on air conditioning and refrigeration equipment. Also provide estimated time to arrive on site.
3. Proposed maintenance plan that shall assist in ensuring that maintenance is performed as described in the maintenance manuals and specifications.
4. How to provide and maintain all maintenance records. Checklist templates.
5. How the contractor intends to report all accidents to the relevant authority and TNPA.
6. How the contractor intends to take all the necessary precautions to protect the public, the property of the public and the property and staff of Transnet National Ports Authority, and all other persons from injury or damage during the progress of the work.

**Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below, and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an “acceptable” score should they not provide the information as required in this Returnable.**

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

<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	The methodology is not tailored to address the specific project objectives and methodology.
<b>Score 40</b>	The methodology is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project.
<b>Score 60</b>	Satisfactory response/solution to the particular aspect of the requirement and evidence given that the stated employer's requirements will be met.
<b>Score 80</b>	The methodology is specifically tailored to address the specific project objectives and methodology. The methodology to manage activities is specifically tailored to the specific activities as outlined in the works information of the project.
<b>Score 100</b>	Besides meeting the "80" rating, the important issues are approached systematically, details are given for logistics, tools and machinery to be used and safety measures to be applied during execution. The methodology details ways to improve the project and provides recommendations on maintenance/aftercare.

## T2.2-07: Evaluation Schedule: Programme

### Note to tenderers:

#### Programme

**The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide a hardcopy of the programme compiled in Microsoft Project.**

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, at a minimum **Level 2/3** showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the maintenance that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site, submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion Key Dates/Sectional Completion Dates. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration, and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Method Statement as contained in T2.1 List of Returnables.

The scoring of the Programme will be as follows:

core				
	Ability to execute the works in terms of the <i>Employer's</i> requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the <i>Works</i> clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	Dates when the <i>Contractor</i> will need <i>access</i> to any part of the Site; submission & approval process & timing for Health & Safety Files, inclusive of construction work permit, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items.	The <i>Contractor</i> indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Starting Date, Planned Completion, Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA).	The Programme must clearly support and demonstrate alignment to the method statement as contained in T2.1 List of Returnables.
<b>Score 0</b>	The tenderer has submitted no information.			
<b>Score 20</b>	The programme is not acceptable as it will not	<ul style="list-style-type: none"> <li>The tenderer has not addressed</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed some but not all date requirements and</li> </ul>	<ul style="list-style-type: none"> <li>No alignment between programm</li> </ul>

	<p>satisfy project objectives or requirements. The tenderer has misunderstood the scope of work and does not deal with the critical aspects of the overall programme.</p>	<p>critical access requirements.</p> <ul style="list-style-type: none"> <li>▪ The tenderer has not allowed timing for approval processes for SHEQ documentation .</li> <li>▪ The tenderer has not demonstrated the procurement process for all long lead items.</li> </ul>	<p>submission contain critical logic and sequencing errors which renders it unrealistic/unachievable.</p> <ul style="list-style-type: none"> <li>▪ The tenderer has not demonstrated Time Risk Allowance (TRA).</li> </ul>	<p>e and method statement .</p>
<p><b>Score 40</b></p>	<p>The programme is generic, not practical and unrealistic, therefore is unlikely to satisfy project objectives or <i>Employer's</i> requirements. The tenderer has misunderstood certain aspects of the scope of the works and does not deal with the critical aspects of the project.</p>	<ul style="list-style-type: none"> <li>▪ The tenderer has addressed critical but not all access requirements.</li> <li>▪ The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation .</li> <li>▪ The tenderer has not adequately demonstrated the procurement process for all long lead items i.e. some but not</li> </ul>	<ul style="list-style-type: none"> <li>▪ The tenderer has addressed some but not all date requirements and submission contain critical logic and sequencing errors which renders it unrealistic/unachievable.</li> <li>▪ The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Critical errors and or omissions in alignment between programme and method statement .</li> </ul>

		all long lead items considered, and insufficient durations allowed for procurement timelines.		
<b>Score 60</b>	<ul style="list-style-type: none"> <li>The Programme addresses certain specific project objectives but does not adequately deal with all critical characteristics of the project.</li> <li>The programme is complete and sufficiently decomposed, as demonstrated through the project WBS which fully encompasses project scope as detailed but not limited to the <i>Works Information</i> and</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has adequately addressed all access requirements.</li> <li>The tenderer has not allowed sufficient timing for approval processes for SHEQ documentation .</li> </ul>	<ul style="list-style-type: none"> <li>The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.</li> <li>The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in insufficient quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</li> </ul>	<ul style="list-style-type: none"> <li>Minor errors and or omissions in alignment between programme and method statement .</li> </ul>



	<p>Engineering Specification;</p> <ul style="list-style-type: none"> <li>▪ The programme is not adequately predictive in that it contains minor errors or omissions in critical path/s.</li> <li>▪ Activity duration estimates demonstrate the fact that the programme does not present an accurate model of project risk.</li> <li>▪ The programme contains minor errors and omissions in logic (i.e. horizontal and vertical traceability)</li> <li>▪ The programme contains minor errors or omissions in its demonstration of the</li> </ul>			
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	sequence, methodology, resource allocations, and underlying approach to provision of the <i>Works</i> , in comparison with the requirements of the <i>Works Information</i> and Engineering Specification, as such adequately deals with some but not all the critical scope activities of the overall project execution.			
<b>Score 80</b>	<ul style="list-style-type: none"> <li>▪ The programme addresses specific project objectives.</li> <li>▪ The programme is complete and sufficiently detailed, as demonstrated through the project</li> </ul>	<ul style="list-style-type: none"> <li>▪ The tenderer has adequately addressed all access requirements.</li> <li>▪ The tenderer has allowed sufficient timing for approval processes for SHEQ documentation.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate, and renders the submission realistic and achievable.</li> <li>▪ The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA in</li> </ul>	<ul style="list-style-type: none"> <li>▪ Programme and method statement are fully aligned and submission contains no critical errors or omissions.</li> </ul>

	<p>WBS which fully covers project scope as detailed but not limited to the <i>Works Information</i> and Engineering Specification;</p> <ul style="list-style-type: none"> <li>▪ The programme is transparent in the demonstration of its basis;</li> <li>▪ The programme is predictive in that it provides meaningful critical path/s and an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates;</li> <li>▪ The programme contains logic that is horizontally and vertically traceable;</li> <li>▪ The programme</li> </ul>		<p>sufficient quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.</p>	
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	adequately demonstrates the sequence, methodology , resource allocations, critical success factors, risks and underlying approach to provision of the <i>Works</i> , in line with the requirements of the <i>Works Information</i> and Engineering Specification, as such adequately deals with the critical characteristics of overall project execution.			
<b>Score 100</b>	Besides meeting the above "80" rating, the important issues are approached in an innovative and efficient way.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.	Besides meeting the "80" rating, the tenderer has exceeded the required expectations.

Attachment A: Hard Copy of Programme

## T2.2-08: EVALUATION SCHEDULE: PROJECT ORGANOGRAM

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

1. A comprehensive and detailed **organogram** that shows the structure and composition of their management structure involved in the *works*, inclusive of the key staff/professionals, identified in the Contract Data Part two.
2. Detailed CV's providing the following:
  - The roles and responsibilities for the *works* of each resource should be clearly stated.
  - Detailed experience in this specific maintenance activity and positions held, such as recent assignments inclusive of total duration that has a bearing on the scope of work.
  - The education, training (*inter alia* NEC3) and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the *works*. Qualifications (degrees, diplomas, grades) and membership of professional societies and relevant professional registrations to be attached.
3. Site Management resources should include at least, amongst others:
  - Project or Site Manager
    - Should at least have a relevant Electrical or Mechanical Diploma/Certificate qualification and must have at least 4 years relevant experience in the maintenance and installation of HVAC system and air conditioners. The Project or Site Manager must have experience working with the NEC3 Engineering and Construction Contract.
  - Artisan or Technician
    - Should at least have a Trade Test Certificate as a refrigerant artisan or technician and must have at least 4 years relevant experience in maintenance and installation of HVAC system and air conditioners.

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

Key Person Role	Name of Resource
Project or Site Manager	
Artisan or Technician	



The scoring of the Project Organogram, Management & CV's will be as follows:

<b>Weight</b>  <b>50%</b>	<b>Relevant experience for the following:</b>  <b>Site Management</b>	<b>Education, training and skills adequacy for the following:</b>  <b>NB:</b> Weightings are as per general experience and qualifications sub-criterion	<b>Knowledge of issues pertinent to the project for the following:</b>  <b>NB:</b> Weightings are as per general experience and qualifications sub-criterion
<b>Points</b>	<b>60</b>	<b>20</b>	<b>20</b>
(score 0)	The Tenderer has submitted no information or inadequate information to determine a score.		
(score 20)	Key staff does not have relevant levels of experience. .....	Key staff does not have project specific education, skills, training and experience.	Key staff has no experience of issues pertinent to the project.
(score 40)	Key staff has limited levels of relevant experience. .....	Key staff has limited levels of project specific education, skills, training and experience.	Key staff has limited knowledge of issues pertinent to the project.
(score 60)	Key staff has reasonable levels of experience. .....	Key staff has reasonable levels of project specific education, skills,	Key staff has reasonable knowledge of issues pertinent to
(score 80)	Key staff has extensive levels of relevant experience. .....	Key staff has extensive levels of project specific education, skills, training and experience.	Key staff has extensive knowledge of issues pertinent to the project.
(score 100)	Key staff has outstanding levels of relevant experience. .....	Key staff has outstanding levels of project specific education, skills, training and experience.	Key staff has outstanding knowledge of issues pertinent to the project.

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## **T2.2-09: EVALUATION SCHEDULE: HEALTH AND SAFETY MANAGEMENT**

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

1. **Roles and responsibilities** of legal appointees in terms of OHSA 85 of 1993 and its Regulations.
  - 1.1. Appointment Letter - Assistant to CEO (OHS Act, Sect 16.2)
  - 1.2. Appointment Letter - Health and Safety Representative (OHS Act, Section 17)
  - 1.3. Appointment Letter- Incident Investigator (GAR 8(1))
2. **Medical Fitness of Personnel** – Valid Medical fitness certificates of personnel to execute the of Scope of Work
  - 2.1. Site /Project Manager
  - 2.2. HVAC Technician
  - 2.3. HVAC Technician assistant
3. **Health and Safety Policy OR Letter of Commitment** to comply with Transnet SHE requirements and all other legal requirements related to the execution of the scope of work. Letter to be in a company letter head, signed by company CEO/Managing Director.
4. **Execution of Works** - Safe Operating Procedures (SOP) /Work Instructions (WI's) related to the execution of the Scope of Works
5. Overview of the tenderer's **Risk assessment methodology**, and **submission of Health and Safety risk assessments** indicating major activities of the works and how the risks will be addressed and mitigated. The Risk assessment shall comprehensively address the following items:
  - 4.1. Identify the risks and hazards to which persons may be exposed to
  - 4.2. Analysis and evaluation of identified risks/hazards
  - 4.3. The mitigation measures to reduce or control the risks and hazards identified
  - 4.4. Persons responsible for implementing the risk controls measures
6. **Valid Company Registration COID Certificate** – in terms of the Compensation for Injuries and Occupation Diseases Act (COIDA)



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

Points Available	2
	<b>Appointment letters – Roles and Responsibilities</b>
<b>Score 0</b>	None of the required appointment letters submitted
<b>Score 20</b>	One (x1) of the required appointment letters submitted
<b>Score 60</b>	Two (x2) of the required appointment letters submitted
<b>Score 100</b>	All of the Required Appointment Letters Submitted

Points Available	5
	<b>Medical Fitness of Personnel</b>
<b>Score 0</b>	None of the required information submitted
<b>Score 20</b>	Tenderer has submitted 1 of the requirements
<b>Score 60</b>	Tenderer has submitted 2 of the requirements
<b>Score 100</b>	Tenderer has submitted 3 of the requirements

Points Available	2
	<b>Health and Safety Policy/Letter of Commitment- comply with Transnet SHE requirements and all other legal requirements related to the execution of the scope of work.</b>
<b>Score 0</b>	(a) No Health and Safety Policy submitted / Submitted, but not signed (b) No Letter of commitment submitted/Letter submitted , not signed by CEO/Managing Director
<b>Score 100</b>	(a) Signed Health and Safety Management Policy submitted (b) Letter of commitment submitted, signed by CEO/Managing Director

Points Available	3
	<b>Execution of Works</b>
<b>Score 0</b>	Bidder have <u>not submitted</u> Safe Operating Procedures (SOP') /Work Instructions (WI's) related to the execution of the Scope of Works
<b>Score 100</b>	Bidder have submitted Safe Operating Procedures (SOP') /Work Instructions (WI's) related to the execution of the Scope of Works

Points Available	3
	<b>Risk Management and Control</b>
<b>Score 0</b>	No Risk Assessment and Methodology submitted
<b>Score 20</b>	Tenderer has addressed one (1) of the requirements in the risk assessment
<b>Score 40</b>	Tenderer has addressed two (2) of the requirements in the risk assessment.
<b>Score 60</b>	Tenderer has addressed three (3) of the requirements in the risk assessment.
<b>Score 80</b>	Tenderer has addressed four (4) of the requirements in the risk assessment.
<b>Score 100</b>	Tenderer has addressed five (5) of the requirements in the risk assessment.

Points Available	2
	<b>Valid Company Registration COID Certificate in terms of the Compensation for Injuries and Occupation Diseases Act (COIDA)</b>
<b>Score 0</b>	No Company COID Registration Certificate submitted / Submitted, but invalid.
<b>Score 100</b>	Valid Company COID Registration Certificate submitted

**Attached submissions to this schedule:**

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## T2.2-10: 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

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**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

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**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

**T2.2-11: RECORD OF ADDENDA TO TENDER DOCUMENTS**

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

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



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## **T2.2-12: 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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.....

## T2.2-13: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

### Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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

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

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

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

**T2.2-14 : COMPULSORY ENTERPRISE QUESTIONNAIRE**

The following particulars hereunder must be furnished.

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

**Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.**

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

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

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

Signed

Date

.....  
Name

.....  
Position

.....  
Enterprise  
name

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>4</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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<sup>4</sup>“State” means –

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

**SBD 4**

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

2.1 Full Name of bidder or his or her representative: \_\_\_\_\_

\_\_\_\_\_

2.2 Identity Number: \_\_\_\_\_

2.3 Position occupied in the Company (director, trustee, shareholder<sup>5</sup>): \_\_\_\_\_

\_\_\_\_\_

2.4 Company Registration Number: \_\_\_\_\_

2.5 Tax Reference Number: \_\_\_\_\_

2.6 VAT Registration Number: \_\_\_\_\_

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

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

**YES / NO**

2.7.1 If so, furnish the following particulars:

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

\_\_\_\_\_

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

\_\_\_\_\_

- Position occupied in the state institution:

\_\_\_\_\_

Any other particulars:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**SBD 4**

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

**YES / NO**

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

**YES / NO**

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

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

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

**YES / NO**

2.8.1 If so, furnish particulars:

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

**YES / NO**

2.8.2 If so, furnish particulars.

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**SBD 4**

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

**YES/NO**

2.9.1 If so, furnish particulars.

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

**YES/NO**

2.10.1 If so, furnish particulars:

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**SBD 4****3 Full details of directors / trustees / members / shareholders.**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Persal Number</b>

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**SBD 4**

**4 DECLARATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

**SBD 6.1****PREFERENCE POINTS CLAIM FORM**

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

required by the purchaser.

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

$P_s$  = 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. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	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

Part T2: Returnable Schedules

	black ownership (only black-owned QSEs - 51% to 100% Black owned)  [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>6</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership  Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership  Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

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

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

<sup>6</sup> In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

**AND 6.1**

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

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

**7. SUB-CONTRACTING**

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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



Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

- 8.7 Total number of years the company/firm has been in business:.....
- 8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- i) The information furnished is true and correct;
  - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
  - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
    - (a) disqualify the person from the bidding process;
    - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
    - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
    - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
    - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
    - (f) forward the matter for criminal prosecution.

## WITNESSES

1. ....
2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>7</sup> in the enterprise,

employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

<sup>7</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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

2.2.1 If so, furnish particulars:

.....

.....

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

**YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

### 3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>8</sup> will not be construed as collusive bidding.

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

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?  <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

	<b>Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer



**SBD 9****CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

---

<sup>9</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**SBD 9****CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION**

I, the undersigned, in submitting the accompanying quote:

---

(Quote Number and Description)

in response to the invitation for the quote made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

**SBD 9**

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>11</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - (f) bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. 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.

---

<sup>11</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. 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.

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Signature

---

Date

---

Position

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Name of bidder

## **T2.2-15 NON-DISCLOSURE AGREEMENT**

**[..... 2020]**

**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 **Error! Reference source not found.** below.



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2.4 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.

2.5 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.

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## **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

**T2.2-16: RFQ DECLARATION FORM**

NAME OF COMPANY: \_\_\_\_\_

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

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

---



---



---

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with

Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)

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- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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**T2.2-17: 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 misdemeanours, e.g. traffic offences.

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

NATURE OF BREACH:

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DATE OF BREACH:

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

Signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

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SIGNATURE OF TENDER



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## **T2.2-18 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS**

NAME OF TENDERING ENTITY:

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1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this 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]

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Part T2: Returnable Schedules

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- 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\_\_\_\_

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SIGNATURE OF TENDERER

## **T2.2-19 SERVICE PROVIDER INTEGRITY PACT**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

### **1 Objectives**

**2** Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice in order to secure the contract.

### **3 Commitments of Transnet**

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

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

**5** Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.

**6** Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.

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

**8** Obligations of the Tenderer / Service Provider

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

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

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

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

**11** The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

**12** The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

**13** The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

**14** A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

**15** The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

**16** Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

**17** The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

**19** Independent Tendering



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

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

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

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

- 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.

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

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

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



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

**27** Disqualification from Tendering Process

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

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

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

**31** TrANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

**33** All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.

**34** On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

**35** The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.

**36** Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

**37** A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

**38** Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;*
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;*
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;*
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;*
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;*
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:*
  - (i) he made the statement in good faith honestly believing it to be correct; and
  - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;*  
*h) has litigated against Transnet in bad faith.*

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

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

**41** Previous Transgressions

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

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

**44** Sanctions for Violations

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

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

- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

#### **46** Conflicts of Interest

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

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

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

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

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

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

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

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

## **51 Dispute Resolution**

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

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

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**53** General

**54** This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

**55** The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

**56** The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

**57** Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

**58** Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature .....

Date .....



## **T2.2-20: 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.



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- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

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***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

## **T2.2-21 AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 of 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

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

only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.
- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .

2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

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

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

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

### **3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

Name: \_\_\_\_\_

Title: \_\_\_\_\_

---

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

.....

(Operator)

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

AS WITNESSES:

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

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

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

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

## 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:

**Maintenance of Heat Ventilation and Air Conditioning, Split and Cassette Units in the various buildings and Marine crafts in the Port of Saldanha for a period of 24 months**

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date



Transnet National Ports Authority

Contract Number: TNPA/2022/04/0340/RFQ

Description of the Service: Maintenance of Heat Ventilation and Air Conditioning, Split and Cassette Units in the various buildings and Marine crafts in the Port of Saldanha for a period of 24 months

Tenderer's CIDB registration number:



## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
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 Employer

Signature

Name

Capacity

On behalf  
of

*(Insert name and address of organisation)*

Transnet SOC Ltd

Name &  
signature  
of witness

Date

## C1.2 Contract Data

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
		<b>A: Priced contract with price list</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	<b>X2 Changes in the law</b>
		<b>X17: Low service damages</b>
		<b>X18: Limitation of liability</b>
		<b>X19: Task Order</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b>
	Address	Registered address: <b>Transnet National Ports Authority eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority Bayvue Drive Marine Drive Saldanha 7395</b>
	Tel No.	<b>022 703 5419</b>
10.1	The <i>Service Manager</i> is (name):	<b>Milton Khoza</b>

Address	Transnet National Ports Authority Bayvue Drive Marine Drive Saldanha 7395
Tel	022 703 5536
e-mail	Milten.Khoza@transnet.net
11.2(2)	The Affected Property is <b>Bayvue Centre, Recreation Centre, Infrastructure Depot, Port Control, Marine Services, Fire &amp; Clinic, Berthing offices and all Marine Crafts</b>
11.2(13)	The <i>service</i> is <b>Maintenance of Heat Ventilation and Air Conditioning, Split and Cassette Units in the various buildings and Marine crafts in the Port of Saldanha for a period of 36 months</b>
11.2(14)	The following matters will be included in the Risk Register <b>KEY Risks:</b> <ul style="list-style-type: none"> <li>• Risk of equipment failure due to incorrect maintenance procedures</li> <li>• Risk of failure due to delayed response to call out</li> <li>• Risk of poor air quality due to refrigerant leakage</li> <li>• Risk of water leakage</li> </ul>
11.2(15)	The Service Information is in <b>The Scope of Services</b>
12.2	The <i>law of the contract</i> is the law of <b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is <b>English</b>
13.3	The <i>period for reply</i> is <b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b> (If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within <b>2 weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>
30.1	The <i>starting date</i> is. <b>01 September 2022</b>
30.1	The <i>service period</i> is <b>31 August 2024</b>
<b>4</b>	<b>Testing and defects</b> <b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>5</b>	<b>Payment</b>



50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>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.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Standard Bank South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No data will be required for this section</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employers</i> risks	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Service Provider</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of 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 for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The total of the prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The total of the prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The total of the prices.</b>
<b>9</b>	<b>Termination</b>	<b>There is no Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	

A	Priced contract with price list	
20.5	The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than	4 weeks.
11	Data for Option W1	
W1.1	The Adjudicator is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the Adjudicator, the chairman of the Association of Arbitrators will appoint an Adjudicator.
W1.2(3)	The Adjudicator nominating body is:  If no Adjudicator nominating body is entered, it is	The Association of Arbitrators (Southern Africa)
W1.4(2)	The tribunal is:	Arbitration
W1.4(5)	The arbitration procedure is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X17	Low service damages	
X17.1	The service level table is in	This information will be contained on the Service Level Agreement
X18	Limitation of liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	Nil.
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	The deductible of the relevant insurance policy
X19	Task Order	

X19.5 The *Contractor* submits a Task Order programme to the *Service Manager* within **14 days of receiving the Task Order**

**Z Additional conditions of contract**

**Z1 Obligations in respect of Termination**

Z1.1 The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated 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)

Z1.2 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"

Z1.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

**Z2 Right Reserved by Transnet to Conduct Vetting through SSA**



Z2.1	<p>Transnet 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:</p> <ol style="list-style-type: none"><li>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.</li><li>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.</li><li>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.</li></ol>
<b>Z3 Additional clause relating to Collusion in the Construction Industry</b>	
Z3.1	<p>The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.</p>
<b>Z4 Protection of Personal Information Act</b>	
Z4.1	<p>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</p>

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
		.....

**CV's (and further key person's data including CVs) are in .....**

<b>A                    Priced contract with price list</b>		
11.2(12)	The <i>price list</i> is in	.....
11.2(19)	The tendered total of the Prices is	<b>R.....</b>

## PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions	1
C2.2	Price List	6

## C2.1 Pricing instructions

### 1.1 The *conditions of contract*

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

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

Identified 11  
and defined  
terms

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

### 1.3 Measurement and Payment

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

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

1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone 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 Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Programme in order that payment of completed activities may be assessed.

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

## C2.2 Price List

### YEAR 1

Section 1: Preliminary and General								
	Item Description				Qty	Unit	Rate	Cost
1,1	Contractual requirements: Supervision, company overheads, insurance, compliance with legislation and regulations, health and safety, PPE requirements etc. (once off)				1	Sum		
Sub-total Section 1								
Section 2: Buildings								
	Building Name	Type	Make	Size in BTU	Qty	Per Year	Rate	Cost
2,1	Port Control	Split	Carrier	18	2	12		
		Cassette	Carrier	48	2	12		
		Split	Carrier	12	7	12		
2,2	Marine Offices	Split	Carrier	12	10	12		
		Split	Carrier	24	1	12		
2,3	Bayvue Centre	Split	Carrier	36	2	12		
		Split	Carrier	12	2	12		
		Split	Carrier	18	1	12		
		Chiller	Carrier	18	1	12		
2,4	Bayvue Recreation Centre	Cassette	Carrier	30	1	12		
		Cassette	Dunham-Bush	36	6	12		
2,5	Maint. Dept	Split	Carrier	9	6	12		
		Wall	Carrier	12	4	12		
		Split	Carrier	18	2	12		
2,6	Berthing	Split	Carrier	12	1	12		
		Split	Carrier	30	1	12		
2,7	Malgaskop - VTS Station	Split	Carrier	18	1	12		
2,8	Caisson No.15 Oil Quay Control Building	Split	Carrier	18	1	12		

2,9	Fire & Clinic	Split	Carrier	12	13	12		
		Split	Carrier	18	1	12		
2,10	Fender & Lighthouse Workshop SCH	Split	Carrier	12	5	12		
2,11	Bayvue Main Entrance Security Gate Building	Split	Carrier	12	1	12		
2,12	Marine Security Gate SCH Building	Split	Carrier	12	2	12		

**Sub-total Section 2**

**Section 3: Tugs**

	Tug Name	Type of Unit	Make of Unit	Size in BTU	Qty	Per Year	Rate	Cost
3,1	Cormerant	Split	Carrier	18	1	12		
		Split	Carrier	12	2	12		
		Chiller		60	1	12		
3,2	Osprey	Split	Carrier	18	1	12		
		Split	Carrier	12	2	12		
		Chiller		60	1	12		
3,3	Crested Tern	Split	Carrier	24	1	12		
		Split	Carrier	9	2	12		
3,4	Avocet	Split	Carrier	18	1	12		
		Split	Carrier	12	3	12		
		Split	Carrier	9	1	12		
3,5	Chardonnay	Split	Carrier	12	1	12		
		Chiller		60	1	12		
3,6	Jutten	Split	Carrier	12	3	12		
		Split	Carrier	9	1	12		

**Sub-total Section 3**

**Section 4: As and When Required Repairs (Rates only)**

		Component	Qty	Unit	Rate	Cost
4,1	Split Units	Repair Air filters	78	each		~
		Repair Axial flow fans	78	each		~
		Repair Bearings	78	each		~

		Repair Damper	78	each		~
		Repair Thermostat	78	each		~
		Repair Belt drives	78	each		~
		Repair Cooling coils	78	each		~
		Repair Evaporator	78	each		~
4,2	Cassette Units	Repair Air filters	9	each		~
		Repair Axial flow fans	9	each		~
		Repair Bearings	9	each		~
		Repair Damper	9	each		~
		Repair Thermostat	9	each		~
		Repair Belt drives	9	each		~
		Repair Cooling coils	9	each		~
		Repair Evaporator	9	each		~
4,3	Chiller Tugs	Repair Condenser	5	each		~
		Repair Compressor	5	each		~
		Repair Oil solenoid valves	5	each		~
		Repair Expansion valves	5	each		~
		Repair Condenser tubes	5	each		~
		Repair Ventilation fan	5	each		~
		Repair Fins	5	each		~
Sub-total Section 4						
Section 5: Call-out						
	Item Description	Qty	Per Year	Rate	Cost	
5,1	Conduct 24 hour call-out standby duties	1	12			
Sub-total Section 5						
Total Tender Price (Year 1)						



## YEAR 2

Section 1: Preliminary and General								
	Item Description				Qty	Unit	Rate	Cost
1,1	Contractual requirements: Supervision, company overheads, insurance, compliance with legislation and regulations, health and safety, PPE requirements etc. (once off)				1	Sum		
Sub-total Section 1								
Section 2: Buildings								
	Building Name	Type	Make	Size in BTU	Qty	Per Year	Rate	Cost
2,1	Port Control	Split	Carrier	18	2	12		
		Cassette	Carrier	48	2	12		
		Split	Carrier	12	7	12		
2,2	Marine Offices	Split	Carrier	12	10	12		
		Split	Carrier	24	1	12		
2,3	Bayvue Centre	Split	Carrier	36	2	12		
		Split	Carrier	12	2	12		
		Split	Carrier	18	1	12		
		Chiller	Carrier	18	1	12		
2,4	Bayvue Recreation Centre	Cassette	Carrier	30	1	12		
		Cassette	Dunham-Bush	36	6	12		
2,5	Maint. Dept	Split	Carrier	9	6	12		
		Wall	Carrier	12	4	12		
		Split	Carrier	18	2	12		
2,6	Berthing	Split	Carrier	12	1	12		
		Split	Carrier	30	1	12		
2,7	Malgaskop - VTS Station	Split	Carrier	18	1	12		
2,8	Caisson No.15 Oil Quay Control Building	Split	Carrier	18	1	12		
2,9	Fire & Clinic	Split	Carrier	12	13	12		
		Split	Carrier	18	1	12		
2,10	Fender & Lighthouse	Split	Carrier	12	5	12		

	Workshop SCH							
2,11	Bayvue Main Entrance Security Gate Building	Split	Carrier	12	1	12		
2,12	Marine Security Gate SCH Building	Split	Carrier	12	2	12		
<b>Sub-total Section 2</b>								

### Section 3: Tugs

	Tug Name	Type of Unit	Make of Unit	Size in BTU	Qty	Per Year	Rate	Cost
3,1	Cormerant	Split	Carrier	18	1	12		
		Split	Carrier	12	2	12		
		Chiller		60	1	12		
3,2	Osprey	Split	Carrier	18	1	12		
		Split	Carrier	12	2	12		
		Chiller		60	1	12		
3,3	Crested Tern	Split	Carrier	24	1	12		
		Split	Carrier	9	2	12		
3,4	Avocet	Split	Carrier	18	1	12		
		Split	Carrier	12	3	12		
		Split	Carrier	9	1	12		
3,5	Chardonnay	Split	Carrier	12	1	12		
		Chiller		60	1	12		
3,6	Jutten	Split	Carrier	12	3	12		
		Split	Carrier	9	1	12		
Sub-total Section 3								

### Section 4: As and When Required Repairs (Rates only)

		Component	Qty	Unit	Rate	Cost
4,1	Split Units	Repair Air filters	78	each		~
		Repair Axial flow fans	78	each		~
		Repair Bearings	78	each		~
		Repair Damper	78	each		~
		Repair Thermostat	78	each		~
		Repair Belt drives	78	each		~

		Repair Cooling coils	78	each		~
		Repair Evaporator	78	each		~
4,2	Cassette Units	Repair Air filters	9	each		~
		Repair Axial flow fans	9	each		~
		Repair Bearings	9	each		~
		Repair Damper	9	each		~
		Repair Thermostat	9	each		~
		Repair Belt drives	9	each		~
		Repair Cooling coils	9	each		~
		Repair Evaporator	9	each		~
4,3	Chiller Tugs	Repair Condenser	5	each		~
		Repair Compressor	5	each		~
		Repair Oil solenoid valves	5	each		~
		Repair Expansion valves	5	each		~
		Repair Condenser tubes	5	each		~
		Repair Ventilation fan	5	each		~
		Repair Fins	5	each		~
Sub-total Section 4						
Section 5: Call-out						
	Item Description	Qty	Per Year	Rate	Cost	
5,1	Conduct 24 hour call-out standby duties	1	12			
Sub-total Section 5						
Total Tender Price (Year 2)						
Total Tender Price (Year 1+ Year 2)						

## Scope of Work: Service Information

Document reference	Title	No of pages
C3.1	This cover page	1
	<i>Service Information</i>	15
	Total number of pages	16

## **C3.1: *SERVICE INFORMATION***

### **Contents**

<b>C3.1: <i>SERVICE INFORMATION</i></b>	<b>2</b>
<b>1 Description of the Service &amp; Executive Overview</b>	<b>3</b>
1.1 Executive overview	3
1.2 Specifications of the <i>Equipment</i>	3
1.3 Specification of the <i>services</i> to be provided	3
<b>2 Constraints on how the <i>Service Provider</i> services the equipment</b>	<b>11</b>
2.1 Control of Work	11
2.2 Procedure for Service provider to access the Equipment	12
2.3 Management Meetings	12
2.4 Health and Safety Risk Management	12
2.5 Quality Assurance Requirements	14
2.6 Invoicing and Payment	14
<b>3 Roles and Responsibilities</b>	<b>15</b>
3.1 RACI	15

# 1 Description of the Service & Executive Overview

## 1.1 Executive overview

The works covers the routine maintenance and repairs of all split and cassette units in the buildings, tug boats and work boats at the Port of Saldanha for a period of 24 months. The contractor will be responsible for assessment, re-gassing, testing, servicing and supply of maintenance related documents. The works also requires a service provider to have qualified personnel on standby to carry out "as and when" required repairs as per the instruction given by TNPA's Project Manager. The service provider shall comply with all the requirements of the Occupational Health and Safety Act (Act 85 of 1993). The service provider's technical personnel shall commit to good response time in event of breakdowns.

TNPA currently does not have internal capacity to perform repairs on the HVAC and Air Conditioning Units.

## 1.2 Specifications of the *Equipment*

TNPA has carrier air conditioning units, Alliance air conditioning unit and a Daikin air conditioning unit .This contract covers the following units:

Item Description	Quantity
Chillers	6
Cassette units	9
Split units	78

## 1.3 Specification of the *services* to be provided

### 1.3.1 Description of the works

- 1.3.1.1 Service and maintain the EQUIPMENT in a proper and safe operating condition. This includes, but is not necessarily limited to, cleaning, adjusting and lubricating the EQUIPMENT as required and repairing or replacing all electrical and mechanical parts as necessary due to wear and tear. All activities must be implemented in accordance with the terms and conditions contained in the Maintenance Manual, Occupational Health and Safety Act and Regulations.
- 1.3.1.2 Respond to call out during emergencies and execute maintenance (repairs) on air conditioning and refrigeration EQUIPMENT. The emergency repair shall be done within 2 hours after the breakdown was reported.

- 1.3.1.3 Propose a comprehensive maintenance plan that shall assist in ensuring that maintenance is performed as described in the maintenance manuals and specifications. The schedule is to be approved by the Transnet National Ports Authority.
- 1.3.1.4 Provide and maintain all maintenance records, in the form of a file, for each installation for the duration of the contract. All checklists, breakdown reports, preventative maintenance records, component replacement records and reports shall be filed, together with information regarding repairs exceeding the contractor's liability. A copy of these records shall be handed over to TNPA and shall be **SIGNED** by a TNPA representative at respective site after completion of work.
- 1.3.1.5 Report all accidents in writing to the authorised representative of Transnet National Ports Authority. Any accident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other accident shall be reported within 48 hours of its occurrence.
- 1.3.1.6 Take all the necessary precautions to protect the public, the property of the public and the property and staff of Transnet National Ports Authority, and all other persons from injury or damage during the progress of the work.

### **1.3.2 Maintenance of Air Conditioning Equipment**

- 1.3.2.1 Provide all the necessary skills, resources, tools, equipment and experts, to carry out the works; as a minimum each team to carry out the repairs or maintenance is to have a trade tested Air-conditioning mechanic /technician.
- 1.3.2.2 Review, familiarize and understand the proposed site including all constraints and environmental factors.
- 1.3.2.3 Supply complete method statement of new installation as well as any repairs as per above scope of works.
- 1.3.2.4 Review, familiarize and understand the operational requirements of the facilities in the Port of Saldanha.
- 1.3.2.5 Provide all necessary SHE compliance documentation as per Transnet National Ports Authority SHE specifications, including the submission and approval of a Safety File.
- 1.3.2.6 Hand over all documentation including condition reports after services, repairs and installations.

### 1.3.3 Description of maintenance and frequency

Service and maintain air conditioning equipment as per the **Operation and Maintenance Manual**.

In addition to that the below should be conducted:

<b>A. Split Units</b>	
<ol style="list-style-type: none"> <li>1. Isolate and remove all inspection panels and clean inside of units and rectify any damaged insulation.</li> <li>2. Air filters – Check pressure drop and record.</li> <li>3. Washable type to be removed, cleaned, dried and replaced.</li> <li>4. Air filter frames to be checked for air bypass and to be rectified if necessary.</li> <li>5. Axial flow fans to be checked for correct operation and undue noise (where applicable).</li> <li>6. Bearings to be lubricated if necessary.</li> <li>7. Fresh air and return air damper settings and operations to be checked and adjusted, if necessary.</li> <li>8. Switchboards and electrical control panels to be cleaned, checked and tighten terminals and replace indicating light bulbs where necessary.</li> <li>9. Circuit breakers and fuses to be checked and investigate reasons for any blown fuses or circuit breakers in OFF position.</li> <li>10. Rectify faults and replace blown fuses and faulty circuit breakers.</li> <li>11. Starters, Contactors and Relays to be checked to ensure moving bridges slide freely and that all contact points are clean.</li> <li>12. Investigate and rectify cause of excessive burning of contacts.</li> <li>13. Time switch settings to be checked and reset to start and stop plant at correct time, if necessary.</li> <li>14. Flexible connections to be checked and air leaks rectified.</li> <li>15. Control thermostats operation to be checked and to recalibrate, if necessary.</li> <li>16. Clean drains and drip trays.</li> <li>17. Check and tension belt drives.</li> <li>18. Check condition of cooling coils and report.</li> <li>19. Check operation of plant and record temperatures.</li> <li>20. Chemically clean evaporator cooling coils.</li> <li>21. All ferrous metal components, on evaporators, to be examined, corrosion treated and required to prevent further corrosion.</li> </ol>	<p>Once monthly</p>



### **Main Chiller Plant on Tugs**

<b>Water Chiller</b>	
1. Check and record condenser water in and out temperature. 2. Check and record compressor operating pressures. 3. Record and scrutinize alarm history.	Once monthly
To be carried out by technician: 1. Check operation of the pre-lube pumps and oil solenoid valves. 2. Check operation oil level switch. 3. Check operation of motor cooling solenoid valves. 4. Check operation of loading solenoid valves. 5. Check operation of flow switches. 6. Inspect starter contact surfaces. 7. Visual check of wiring for electrical hotspots. 8. Check refrigerant charge and operation of expansion valves. 9. Meggar test compressor motor windings. 10. Check wiring and boards for loose connections. 11. Renew primary oil filters. 12. Renew integral oil filters. 13. Renew drier cores where applicable. 14. Brush clean condenser tubes.	Once annually

<b>Pumps</b>	
1. Check mechanical seal for leakage. 2. Check pump and motor bearings. 3. Observe operation and report.	Once Six monthly
1. Check coupling. 2. Check lubrication in pump.	Once quarterly
1. Check for corrosion and report with recommendations.	Once monthly

<b>Electrical and Controls</b>	
1. Clean interior of switchboards. 2. Visually check wiring for electrical hotspots.	Once quarterly

<b>Speed Controllers</b>	
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<ol style="list-style-type: none"> <li>1. Check air flow and ventilation fan operation.</li> <li>2. Check heatsink fins for dust pick-up – clean if necessary.</li> <li>3. Check motor power against unit power.</li> <li>4. Check control wiring for heat build-up.</li> <li>5. Check motor and motor cable for heat build-up.</li> <li>6. Check for loose connections inside cabinet.</li> </ol>	Once Six monthly
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**Bayvue Centre Chiller Plant**

<b>Chiller Plant</b>	
<b>To be carried out by an "Approved Carrier Service Agent"</b> <ol style="list-style-type: none"> <li>1. Record and scrutinize alarm history.</li> <li>2. Check all condenser fans by performing Output Test.</li> <li>3. Check operation of flow switches.</li> <li>4. Operate machine, check controls, run diagnostic test.</li> <li>5. Log operational condition.</li> <li>6. Visual inspect plant.</li> <li>7. Report on condition of plant.</li> <li>8. Carry out all minor checks.</li> <li>9. Test compressor windings.</li> <li>10. Check wiring &amp; PC boards for loose connections.</li> <li>11. Clean condenser coils.</li> <li>12. Perform any other service that may be required as per OEM maintenance manual.</li> <li>13. Provide a report on condition of plant.</li> </ol>	Once Monthly

<b>Chilled Water Reticulation Network – Complete</b>	
<b>Pumps</b> <ol style="list-style-type: none"> <li>1. Check mechanical seal for leakage.</li> <li>2. Check pump and motor bearings.</li> <li>3. Check chill water level.</li> <li>4. Observe operation and report.</li> </ol>	Once Monthly
<b>Pipes &amp; Valves</b> <ol style="list-style-type: none"> <li>1. Check all pipes for leaks.</li> <li>2. Check all valves leaks &amp; operation.</li> <li>3. Check for corrosion and report.</li> </ol>	Once Annually
<b>Lagging</b>	Once Annually

<ol style="list-style-type: none"> <li>1. Check all lagging for damage.</li> <li>2. Check all lagging for condensation build-up.</li> <li>3. Report any defaults.</li> </ol>	
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<b>Fan Coil Units</b>	
<b>Units</b> <ol style="list-style-type: none"> <li>1. Check for chilled water leaks on unit.</li> <li>2. Check drip dray &amp; pipe.</li> <li>3. Check fan &amp; motor.</li> <li>4. Check solenoid valve operation.</li> <li>5. Check heater.</li> <li>6. Check cooling &amp; heating function – log readings.</li> <li>7. Inspect casing for corrosion.</li> <li>8. Temperature Controllers to fan coil unit.</li> </ol>	Once Monthly

<b>Fresh Air Supply Fans</b>	
<b>Fan &amp; Motor</b> <ol style="list-style-type: none"> <li>1. Check fan &amp; motor.</li> <li>2. Check control circuit for correct operation.</li> <li>3. Test airflow.</li> </ol> <b>Ducts &amp; Grill</b> <ol style="list-style-type: none"> <li>1. Check ducts for corrosion.</li> <li>2. Check &amp; clean inlet grills.</li> <li>3. Check dampers &amp; set if required.</li> </ol>	Once Annually

<b>Ducting &amp; Filters</b>	
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<p><b>Ducting</b></p> <ol style="list-style-type: none"> <li>1. Check damaged ducting.</li> <li>2. Check for air leaks.</li> </ol> <p><b>Filters</b></p> <ol style="list-style-type: none"> <li>1. Clean filters with approved cleaning agent.</li> <li>2. Replaced damaged or torn filters.</li> </ol> <p><b>Inlet &amp; Outlet Grills</b></p> <ol style="list-style-type: none"> <li>1. Clean grills with approved cleaning agent.</li> <li>2. Set dampers to required airflow.</li> </ol>	<p>Once Annually</p> <p>Once Monthly</p> <p>Once Monthly</p>
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<p><b>Temperature Controllers</b></p> <p><b>Controller Unit</b></p> <ol style="list-style-type: none"> <li>1. Check unit for damaged parts.</li> <li>2. Check unit functions (heating, cooling &amp; fan).</li> <li>3. Check if unit communicate correctly with F/Coil Unit.</li> </ol>	<p>Once Monthly</p>
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<p><b>Condensation Drainage System</b></p> <p><b>Drip Tray &amp; Pipes</b></p> <ul style="list-style-type: none"> <li>• Check all trays &amp; pipes for damaged / corrosion.</li> <li>• Check all supporting brackets, hangers &amp; fasteners.</li> <li>• Check all trays &amp; pipes for correct fall to drain water.</li> <li>• Test trays &amp; pipes for leaks.</li> </ul>	<p>Once Annually</p>
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<p><b>Toilet Ventilation System</b></p>	
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<p><b>Fan &amp; Motor</b></p> <ul style="list-style-type: none"> <li>• Check fan &amp; motor.</li> <li>• Check control circuit for correct operation.</li> <li>• Test extracted airflow for all three levels.</li> </ul> <p><b>Ducts &amp; Grill</b></p> <ul style="list-style-type: none"> <li>• Check ducts for corrosion.</li> <li>• Check &amp; clean inlet grills.</li> <li>• Check &amp; clean exhaust grills.</li> <li>• Check dampers &amp; set if required for optimal extraction.</li> </ul>	Once Annually
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### 1.3.4 As & When Air Conditioning Equipment Repairs

The contractor will be required on an “as and when” required basis to perform investigation on equipment and perform ad hoc repairs. After completing the investigation, the service provider shall report to TNPA representative where necessary, for items that need repair work done and once confirmed by TNPA can be invoiced accordingly. Possible “as and when” services are listed below:

Splits Units	Cassette Units	Chiller on Tugs
<ul style="list-style-type: none"> <li>• Air filters</li> <li>• Axial flow fans</li> <li>• Bearings</li> <li>• Dampers</li> <li>• Thermostat</li> <li>• Belt drives</li> <li>• Cooling coils</li> <li>• Evaporator</li> </ul>	<ul style="list-style-type: none"> <li>• Air filters</li> <li>• Axial flow fans</li> <li>• Bearings</li> <li>• Dampers</li> <li>• Thermostat</li> <li>• Belt drives</li> <li>• Cooling coils</li> <li>• Evaporator</li> </ul>	<ul style="list-style-type: none"> <li>• Condenser</li> <li>• Compressor</li> <li>• Oil solenoid valves</li> <li>• Expansion valves</li> <li>• Condenser tubes</li> <li>• Ventilation fan</li> <li>• Fins</li> </ul>

### 1.3.5 Warranty

Refurbishment and overhauled equipment to uphold warranty period on workmanship, as follows:

1) Electrical Panels and isolators

12 Months

2) Air Conditioning Equipment

12 Months

### 1.3.6 Maintenance Schedule

The service shall be done as per section 1.3.3 of this document and a checklist shall be developed as per the tasks listed in the said section. The signed checklist shall be submitted to project manager for acceptance upon completion of the tasks listed in the checklist.

### 1.3.7 Emergency Maintenance

The SERVICE PROVIDER shall respond to all emergency call-outs during operational and non-operational hours and report to the standby Supervisor on site. Upon doing so the service provider shall:

- 1) Inspect the air conditioning and refrigeration equipment to determine the deviations from the standard operating conditions. These conditions are found on the Operation and Maintenance Manual and Control Panel Wiring Diagrams.
- 2) Assess the deviation and notify the standby artisan on site about the faulty equipment.
- 3) Provide a quick fix only in the case and in agreement with the Artisan on site. On larger type faults TNPA Electrical Supervisor should be notified and the service provider to quote for such.
- 4) Supply and install the spare EQUIPMENT as required to ensure operation of air conditioning and refrigeration equipment.
- 5) After a call out service has been completed the environment shall be cleaned as per the OHS Act 85 of 1993 rules for Housekeeping.
- 6) A job card shall be filled out and signed by the site Artisan and the service provider for all activities conducted during the call out.

## 2 Constraints on how the *Service Provider* services the equipment

### 2.1 Control of Work

- All work must be carried out by technically trained competent (refrigerant artisan or technician) personnel who shall provide a detailed job card upon each service conducted to TNPA.
- The inspection, servicing, maintenance and testing of the **EQUIPMENT** shall be supervised by Transnet National Ports Authority's Technical Supervisor (Electrical) or his authorised deputy to establish payment.

- All equipment or items removed shall remain the property of **Transnet National Ports Authority** unless agreed by both parties in writing.
- All extra or additional works including material must be approved by Transnet National Port Authority Technical Supervisor prior to commencement of work.
- The **SERVICE PROVIDER** shall not be held liable for any loss, damage or delay due to any cause beyond his reasonable control, including although not limited to, acts of Government, strikes, lockouts, theft, fire, flood, explosion, riot, civil commotion, war, wilful or malicious mischief or Act of God.

## 2.2 Procedure for Service provider to access the Equipment

The Service Provider shall comply with the following procedure for each visit:

- Arrange with Transnet Representative at least one day prior to visit.
- Contact Transnet representative at day of visit.
- Check in at port security and comply with all access and safety requirements.
- Report to Transnet representative.
- Check out of port security.

## 2.3 Management Meetings

The appointed SERVICE PROVIDER shall attend management meetings at the Project Manager's request. The SERVICE PROVIDER will also attend a kick-off meeting and a close out meeting. The SERVICE PROVIDER will be required to present all relevant information regarding quality management activities at such meetings.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting.

## 2.4 Health and Safety Risk Management

- 2.4.1 The SERVICE PROVIDER shall comply with all applicable legislation and Transnet National Ports Authority safety rules as depicted in Health and Safety Plan, which shall be entirely at his own cost, and which shall be deemed to have been allowed for in the rates and prices in the Contract.
- 2.4.2 The SERVICE PROVIDER shall, in particular, comply with the following Acts:

- 1) The Compensation for Occupational Injuries and Diseases Act, No 130 of 1993. The SERVICE PROVIDER shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 2) The SERVICE PROVIDER is, in terms of section 37(2) of the Occupational Health and Safety Act, No 85 of 1993, deemed to be an employer in his own right with duties as prescribed in the said Act and agrees to ensure that all work will be performed, or machinery and plant used, in accordance with the provisions of the said Act in respect of call persons in his employ, other persons on the premises or the site or place of the works or on the works to be executed by him and under his control in terms of the contract. According to section 37(2), Act No 85 of 1993, the agreements in this contract and all documents attached or referred to form an integral part of the arrangements and procedures mentioned in the aforementioned section.
- 3) Contractor to provide PPE at his own cost all relevant equipment to safely service and maintain air conditioning units as per OSH Act.
- 4) The SERVICE PROVIDER shall report all accidents in writing to the authorised representative of Transnet National Ports Authority. Any accident resulting in the death of or injury to any person on the works shall be reported within 24 hours of its occurrence and any other accident shall be reported within 48 hours of its occurrence.

### **2.4.3 Contractors Health and Safety File**

The Employer has a strict Health and Safety policy. At tender stage the tenderer shall submit a health and safety plan which shall contain at least:

- Valid letter of good standing with insurance body.
- Roles and responsibilities of legal appointees.
- Valid Medicals not older than 3 months.
- Safety Officer Roles and Responsibilities.
- Safety, Health & Environmental Policies.
- Overview of RA process and examples.
- List of job categories for project and competencies required per category and plan to address and meet outstanding competencies.
- Six months synopsis of the SHE incidents, description, type and action taken.
- SHE challenges envisaged for the project and how they will be addressed and overcome.
- Procedures concerning Hazard Identification and Risk Assessment (HIRA).
- Emergency Preparedness and Response procedures.
- Construction Safety Work Method Statement.
- Details concerning the management of Personal protective equipment (PPE).



## **2.5 Quality Assurance Requirements**

The service provider shall ensure that all work is executed as described in this contract and an official document such job card or report issued to TNPA Project Manager. To ensure that this is complied with the TNPA Technical team will conduct a service check after each service with the service provider to the satisfaction of TNPA. Any snags that are raised shall be rectified and a final signoff be processed.

Transnet is registered as an ISO 9000 company and as such contracted parties are required to submit a detailed Quality management plan covering all work and activities that will be covered under the services at the time of tender as part of the bid. The Quality Management plan shall describe what quality standards will be adhered to for the execution of the services and how these standards will be met or exceeded.

The submission shall contain but not be limited to:

- Project Quality Plan for the contract.
- The Contractor's Quality Policy.
- Index of procedures to be used during the contract.
- Audit Schedule for internal and external audits.
- Typical Quality Manual.
- QCP inspection report example.
- Typical Quality Control Plan.
- Typical data book index.

The inspection, servicing, maintenance and testing of the equipment shall be authorised and supervised by Transnet National Ports Authority's Technical Supervisor (electrical) or his authorised personnel.

## **2.6 Invoicing and Payment**

2.6.1 When the Project Manager certifies payment (see ECSC Clause 50) following an assessment date, the Contractor complies with the Employer's procedure for invoice submission.

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

2.6.3 The invoice states the following:

- Invoice addressed to Transnet Limited;
- Transnet Limited's VAT Number;
- Invoice number;

- The Contractor's VAT Number; and
- The Contract number.

2.6.4 The invoice is presented either by email or by hand delivery.

The amount to be paid by Transnet National Ports Authority to the service provider for the due and faithful performance of the inspection, servicing, maintenance and testing of the equipment and which will become payable at the end of the month, will be a sum to be ascertained from the quantities of work carried out at the rates shown in the schedule of prices and provisional quantities.

An all-inclusive inspection, servicing, maintenance and testing charge shall be paid. It shall include the charges for inspection and testing by a competent person.

The *Service provider* shall address the tax invoice to *TNPA* and include on each invoice the following information:

- Name and address of the Service provider.
- The contract number and title.
- Service provider's VAT registration number.
- The Customer's VAT registration number.
- Description of the services provided for each item invoiced based on the Price Schedule.
- Total amount invoiced excluding VAT, the VAT and the invoiced amount including VAT.

### 3 Roles and Responsibilities

TNPA Project Organizational Structure will consists of the following:

- Artisan, reporting to;
- Technical Supervisor, reporting to;
- Project Manager.

TNPA and the Project Manager reserves the right to adjust the project organizational structure, if required.

#### 3.1 RACI

Item	Description	PM	ART	TS	SP
1	Handling and disposal faulty refrigerant equipment	I	I	I	A&R

2	Maintaining and servicing equipment	I	C	I	A&R
3	Emergency repairs and call out operational & non-operational hours	I	I	C	A&R
4	Test and ensure equipment is operational	I	A	I	R
5	Maintaining, storage and provision of equipment spares	I	I	I	A&R
6	Progress meetings	A	I	I	R
7	Maintenance records, job cards	I	I	A	R

### Legend:

- Art : Artisan
- PM : Project Manager
- SP : Service Provider
- TS : Technical Supervisor

### RACI

- Accountability (A): The individual who is ultimately responsible. Includes “yes” or “no” authority.
- Responsibility (R): The individual(s) who actually completes the task, the doer. This person is responsible for action/implementation. The individual with the “A” determines the degree of responsibility.
- Consult (C): The individual(s) to be consulted prior to a final decision or action. This incorporates two-way communication.
- Inform (I): The individual(s) who needs to be informed on a decision or action to be taken. This incorporates one-way communication.

## PART 4: SITE INFORMATION

Core clause 11.2(16) states "Site Information is information which

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

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

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

#### 1.1. General description

##### 1.1.1. Site Location

The HVAC System is installed at Bayvue Centre building at the port of Saldanha. The split and cassette units are install in the following buildings, Marine Operations Office, Port Control, Infra Maintenance Depot, Bayvue Centre, Berthing and Fire and Clinic. OSSB mini-substation is located at the Port of Saldanha in the main Port precinct, just after passing through the main Port Entrance, as depicted below. The rest of the split units is installed in the tugboats.

##### 1.1.2. Working Hours

Normal working hours are between 07:30 and 16:00 Mondays to Fridays. The *Contractor* must obtain written permission to work outside the stated normal working hours at least 24 hours before such work is to be undertaken. The *Employer* will not unreasonably withhold permission.

##### 1.1.3. Access Permit

The *Contractor* will be required to apply for a port access permit from the port security department. No person will be allowed on site without a valid permit.

##### 1.1.2. Work Area

It is anticipated that the work will not require a laydown area therefore the employer will not provide any dedicated layout area or site.

1.1.3. Parking

There is enough parking area at other areas except at Port Control and Berthing Offices. Therefore, the *Contractor* should take care not to park in areas that may limit traffic flow or cause hindrance.

1.1.4. Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the *Contractor*. No work may start without a Site Access Certificate, and approved SHE file.

The *Contractor* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port. The *Contractor* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Contractor* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with this Works Information.

1.1.5. Restrictions on use of Hazardous Materials

No use of hazardous materials may take place without proper precaution. Any use of hazardous material must first be communicated with the *Project Manager*.

1.1.6. Storage of Fuels and Chemicals

The contractor shall ensure that refrigerant gas and other chemicals are stored in their original containers and if not the containers containing refrigerant gas and other chemicals are clearly labelled.

1.1.7. Pollution, ecological and Environmental Aspects

The *Contractor* shall appoint a responsible person to ensure that no accident shall occur on site that could cause pollution. Where the *Contractor* was negligent and caused any form of pollution the damage shall be rectified at the *Contractor's* cost.

1.1.8. Site Cleanliness

The *Contractor* shall provide for the cleaning up of any spill of chemicals, material or debris of whatever kind, generated from work, throughout the duration of the contract. Housekeeping should be done by close of business daily. The cleanliness of roads around the site, must be maintained at all times.

1.1.9. Control of Site Personnel

The *Contractor's* employees will be issued with temporary permit slips for the duration of the project and access to site requirements.

1.1.10. Security and Protection of Site

The *Contractor* is to provide their own security for the protection of the Works. If the *Contractor* elects not to do so, it is at their own risk.

1.1.11. Security and Identification of People

The *Contractor* must provide the list of employees that will be entering the site and apply for permits for their employees that will be working on site. Employees must provide identification when entering the site or when requested to do so by *Transnet National Ports Authority* employees or appointed security officials.

1.1.12. Deliveries

Deliveries made to site should be declared to the security personnel on duty by means of a material list and this must be facilitated via the *TNPA's Project Manager*.

## 1.2. Existing buildings, structures, and plant & machinery on the Site

1.2.1. Description of Existing Facilities

The buildings are always occupied specifically during the day. Therefore, the *Contractor* shall exercise caution not to disturb the employees of TNPA. The maintenance personnel must inform TNPA employee of the intended tasks to be performed or ask what the best time to conduct maintenance is.

The tug maintenance shall be done in consultation with the *Marine Technical Manager*. The *Contractor* shall inform the *Marine Technical Manager* within 24 hours of intended maintenance service.

## 1.3. Access to the Works

Access to the Port will be via the main Port Entrances. The *Contractor's* employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing and necessary COVID-19 temperature checks as per National Guidelines and *TNPA* protocol. No alcohol is permitted on site and on Transnet Property.

#### 1.3.1. Access Information

Access will be subject to the Employer's security and SHERQ requirements and regulations, which is described but not limited to requirements below:

- a. Visitors must sign in at the main entrance gate to gain access to the Port.
- b. All personnel entering general and operational areas under the jurisdiction of the *Employer* in the Port must undergo safety induction, which is will be arranged.
- c. Induction permits are mandatory and is also included as part of the safety file.
- d. The *Contractor* must obtain a permit for vehicles entering the Port with equipment from the *TNPA* Security Office for the duration of the work.
- e. The *Contractor* shall provide all personnel with the required PPE. The minimum safety requirement for working are as stipulated during the SHE file process and included hard toe boots, reflective vest, hard hat etc. Additional equipment including but not limited to ear-, hand and face-protecting PPE as well as electrical specific insulating PPE may be required for the Works.
- f. The Contractor shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.
- g. The Contractor shall adhere to all COVID-19 National Regulations as well as *TNPA* protocol whereby questionnaires and on-site temperature checks will be required.

## Annex C

## Local Content Declaration - Summary Schedule

- (C1) **Tender No.** TNPA/2022/04/0340/RFQ
- (C2) **Tender description:** Maintenance of Heat Ventilation and Air Conditioning, Split and Cassette units in the various buildings and Marine crafts in the Port of Saldanha for a period of 24 months
- (C3) **Designated product(s)** Plastic pipes, Fasteners (bolts, nuts, rivets and nails) and Elec
- (C4) **Tender Authority:** Transnet National Ports Authority
- (C5) **Tendering Entity name:**
- (C6) **Tender Exchange Rate:** Pula  EU  GBP
- (C7) **Specified local content %**

**Note:** VAT to be excluded from all calculations

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

(C20) Total tender value

Signature of tenderer from Annex B

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Date:



## Imported Content Declaration - Supporting Schedule to Annex C

(D1)	<b>Tender No.</b>	TNPA/2022/04/0340/RFO					
(D2)	<b>Tender description:</b>	Maintenance of Heat Ventilation and Air Conditioning, Split and Cassette Units in the various buildings and Marine crafts in the Port of Saldanha for a period of 24 months					
(D3)	<b>Designated Products:</b>	Plastic pipes, Fasteners (bolts, nuts, rivets and nails) and Electrical Cable Products					
(D4)	<b>Tender Authority:</b>	Transnet National Ports Authority					
(D5)	<b>Tendering Entity name:</b>						
(D6)	<b>Tender Exchange Rate:</b>	Pula		EU		GBP	

**Note:** VAT to be excluded from all calculations

### Calculation of imported content

[illegible]

**This total must correspond with  
Annex C - C 21**

### Calculation of imported content

[illegible]

											(D32) Total imported value by tenderer	R 0
--	--	--	--	--	--	--	--	--	--	--	--	-----

C. Imported by a 3rd party and supplied to the Tenderer

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0

D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above						R 0

Signature of tenderer from Annex B

\_\_\_\_\_

Date: \_\_\_\_\_

This total must correspond with Annex C - C 23

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	<b>Tender No.</b>	TNPA/2022/04/0340/RFQ	
(E2)	<b>Tender description:</b>	Maintenance of Heat Ventilation and Air Conditioning, Split and Cassette Units in the various buildings and Marine crafts in the Port of Saldanha for a period of 24 months	<b>Note:</b> VAT to be excluded from all calculations
(E3)	<b>Designated products:</b>	Plastic pipes, Fasteners (bolts, nuts, rivets and nails) and Electrical Cable Products	
(E4)	<b>Tender Authority:</b>	Transnet National Ports Authority	
(E5)	<b>Tendering Entity name:</b>		

Local Products (Goods, Services and Works)	Description Raw Material items purchased	Local Supplier Name	Manufacturer Contact Details	Value
	(E6)	(E7)		(E8)
	<b>(E9) Total Raw Materials (Goods, Services and Works)</b>			R 0

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	R 0
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	R 0
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	R 0
	<b>(E13) Total local content</b>		R 0

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

\_\_\_\_\_

Date: \_\_\_\_\_

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**SATS 1286:2011**

Edition 1

## **SABS STANDARDS DIVISION**

Technical specification

### **Local goods, services and works — Measurement and verification of local content**

This document does not have the status of a South African National Standard.

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1 Dr Lategan Road Groenkloof ☒ Private Bag X191 Pretoria 0001  
Tel: +27 12 428 7911 Fax: +27 12 344 1568  
[www.sabs.co.za](http://www.sabs.co.za)  
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**SABS**

**SATS 1286:2011**  
Edition 1

**Table of changes**

Change No.	Date	Scope

**Foreword**

This South African technical specification was approved by National Committee SABS TC 180, *Conformity assessment (CASCO)*, in accordance with procedures of the SABS Standards Division, in compliance with annex 3 of the WTO/TBT agreement.

This SATS was published in November 2011.

This document is being issued as a South African technical specification because there is a need for clarity and the ability to measure and validate the local content of goods, works and services in order to implement a procurement system that takes the local content into account.

This document will in future be revised and issued as a national standard.

Reference is made in 1.1 and 2.6 to the "relevant national legislation". In South Africa, this means the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Reference is made in the note to 2.10 to a "national accreditation body". In South Africa, this means the South African National Accreditation System (SANAS).

Reference is made in 5.1(a) to an "accredited verification body". In South Africa, this means a body accredited by the South African National Accreditation System (SANAS).

Reference is made in 5.1(b) to an "independent registered auditor". In South Africa, this means a registered auditor approved by the Independent Regulatory Board for Auditors (IRBA) in terms of the Auditing Profession Act, 2005 (Act No. 26 of 2005).

Annexes A and B form an integral part of this document.

**Introduction**

Preferential procurement policies and their associated regulations, such as local content requirements, are mechanisms used by the government and organs of state in the adjudication of tenders, to give consideration to procuring locally manufactured products that comply with specified requirements. Governments may identify specific industries which are deemed to be of critical importance to the economic sustainability and industrial development of their country.

In order to calculate and verify local content, a standardized approach is essential, and this document specifies the approach used in South Africa.

## **Contents**

	Page
Foreword	
Introduction	
<b>1</b> Scope.....	<b>3</b>
<b>2</b> Definitions .....	<b>3</b>
<b>3</b> Local content measurement.....	<b>4</b>
<b>4</b> Declaration.....	<b>5</b>
<b>5</b> Verification.....	<b>5</b>
<b>Annex A</b> (normative) Notes to purchasers.....	<b>6</b>
<b>Annex B</b> (normative) Local content declaration.....	<b>7</b>
<b>Bibliography</b> .....	<b>8</b>

**SATS 1286:2011**

Edition 1

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## **Local goods, services and works — Measurement and verification of local content**

### **1 Scope**

**1.1** This technical specification specifies requirements and procedures to define, measure, declare and verify the local content of goods, services and works when required for procurement and other purposes, in terms of the relevant national legislation (see foreword):

**NOTE** The product should contain no less than the level of local content as determined by the relevant national legislation (see foreword) and other procurement requirements.

**1.2** This technical specification does not specify the required safety, quality or other properties of the product.

The responsibility to include the above requirements rests with the procurement authority.

### **2 Definitions**

For the purposes of this document, the following definitions apply.

#### **2.1**

##### **component**

elementary part (element or portion) of a product

#### **2.2**

##### **imported content**

that portion of the tender price represented by

a) the cost of imported components, and

b) the cost of parts or materials which have been or are still to be imported (whether by the suppliers or the suppliers' subcontractors or any other third party) the costs of which are inclusive of the costs abroad,

plus freight and other direct importation costs, such as landing cost, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry excluding value added tax (VAT)

#### **2.3**

##### **local content**

that portion of the tender price that is not included in the imported content, provided that local manufacturing takes place and is calculated in accordance with the local content formula (see 3.1)

## **SATS 1286:2011**

Edition 1

### **2.4**

#### **manufacture**

any kind of working or processing, including assembly or specific operations

### **2.5**

#### **material**

ingredient, raw material, component or part used in the manufacture of a product

### **2.6**

#### **products**

produced goods, services or works, or manufactured goods as defined in the relevant national legislation (see foreword)

### **2.7**

#### **tender price**

price offered by the tenderer, excluding value added tax (VAT)

### **2.8**

#### **tenderer**

person or organization that submits a tender offer

[ISO 10845-1:2010]

### **2.9**

#### **verification**

confirmation through the provision of objective evidence that the specified requirements have been fulfilled.

### **2.10**

#### **verification body**

body that provides assurance of the claims of local content made by the supplier

NOTE In order to provide assurance as to the competence of the verification body, the user may require that the verification body be accredited to perform these functions by a national accreditation body (see foreword).

## **3 Local content measurement**

### **3.1 Calculation of local content**

The local content percentage of the product shall be as specified (see annex A). The local content, LC, expressed as a percentage of the tender price, shall be calculated as follows:

$$LC = (1 - x/y) * 100$$

where

x is the imported content (see 2.2), in Rand (ZAR);

y is the tender price (see 2.7), in Rand (ZAR).

Prices referred to in the determination of x shall all be converted to Rand (ZAR) by using the exchange rate as specified (see annex A).

### **3.2 Documentation required for the calculation of local content**

**3.2.1** Documentation used for the purposes of measuring local content shall include, but is not limited to, details of all imported components, parts or materials indicating origin, manufacturer, freight cost and other direct importation costs, such as landing cost, dock duties, and import duty and sales duty, i.e. landed cost.

**3.2.2** Documentary proof used for calculating  $x$  in the measurement of local content and proof of the tender price  $y$  shall be kept accessible for a period of no less than five years.

**3.2.3** The tenderer shall be responsible for the accuracy of the information, including the imported content in the supply chain.

**3.2.4** If information on the origin of components, parts or materials is not available, it will be deemed to be imported content.

### **3.3 Control of documents and records by the tenderer**

Documents and records to provide evidence of compliance with the requirements of this technical specification shall be controlled.

A documented procedure to define the controls needed for the identification, storage, protection, retrieval, retention and disposition of records shall be established.

Records shall remain legible, readily identifiable and retrievable.

## **4 Declaration**

The tenderer shall attach the declaration in annex B signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member/person with management responsibility (close corporation, partnership or individual) to the purchaser stating the local content percentage of the product, calculated in accordance with 3.1, and confirming the final tender price.

## **5 Verification**

**5.1** The procurement authority may require that the measurement of local content be verified. The verification shall be conducted by:

- a) an accredited verification body (see foreword); or
- b) an independent registered auditor (see foreword).

**5.2** Those conducting the verification shall have defined and documented procedures for the verification activities.

**Annex A**  
(normative)

**Notes to purchasers**

In addition to data clearly describing the product ordered, the following requirements shall be specified in tender invitations and in each order or contract:

- a) the local content percentage requirements (see 3.1), and
- b) the exchange rate requirements (see 3.1).

**Annex B**  
(normative)

**Local content declaration**

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

**IN RESPECT OF TENDER No.** .....  
**ISSUED BY:** (Procurement Authority): .....

NB The obligation to complete and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the tenderer.

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

- (a) The facts herein contained are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services to be delivered in terms of the above-specified tender comply with the minimum local content requirements as specified in the tender, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286 and the following figures:

	Rand (ZAR)
Tender price, excluding VAT	
Less imported content, as calculated in terms of SATS 1286	
Local content	
Local content %	

If the tender is for more than one product, a schedule of the local content by product shall be attached.

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

**SIGNATURE:** \_\_\_\_\_

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

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

## **Bibliography**

ISO 10845:2010, *Construction procurement – Part 1: Processes, methods and procedures.*

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## **Guidance Document for the Calculation of Local Content**

### **1. DEFINITIONS**

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

### **2. GENERAL**

#### **2.1. Introduction**

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
  - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
  - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
  - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.



Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

**NOTE:**

Annexure A is a note to the purchaser in SATS 1286:2011; and  
Annexure B is the Local Content Declaration IN SATS 1286:2011.

**2.2. What is local content?**

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

**2.3. Categories: Imported and Local Content**

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

**2.3.1. Imported Content**

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

#### 2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

#### 2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

#### **2.3.2. Local Content**

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

### **3. ANNEXURE C**

#### **3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule**

*Note: The paragraph numbers correspond to the numbers in Annexure C.*

**C1. Tender Number**

Supply the tender number that is specified on the specific tender documentation.

**C2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**C3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**C4. Tender Authority**

Supply the name of the tender authority.

**C5. Tendering Entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

**C6. Tender Exchange Rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**C7. Specified local content %**

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

**C8. Tender item number**

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

**C9. List of items**

Provide a list of the item(s) corresponding with the tender item number.  
This may be a short description or a brand name.

**Calculation of local content**

**C10. Tender price**

Provide the unit tender price of each item excluding VAT.

**C11. Exempted imported content**

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

**C12. Tender value net of exempted imported content**

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

**C13. Imported value**

Provide the ZAR value of the items' imported content.

**C14. Local value**

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

**C15. Local content percentage (per item)**

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

**Tender Summary**

**C16. Tender quantity**

Provide the tender quantity for each item number as per the tender specification.

**C17. Total tender value**

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

**C18. Total exempted imported content**

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

**C19. Total imported content**

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

**C20. Total tender value**

Total tender value is the sum of the values in column C17.

**C21. Total exempted imported content**

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

**C22. Total tender value net of exempted imported content**

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

**C23. Total imported content**

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

**C24. Total local content**

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

**C25. Average local content percentage of tender**

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

#### **4. ANNEXURE D**

##### **4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”**

*Note: The paragraph numbers correspond to the numbers in Annexure D.*

**D1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

**D2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

**D3. Designated products**

Supply the details of the products that are designated in terms of this tender (i.e. buses).

**D4. Tender authority**

Supply the name of the tender authority.

**D5. Tendering entity name**

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

**D6. Tender exchange rate**

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**Table A. Exempted Imported Content**

**D7. Tender item number**

Provide the tender item number(s) of the product(s) that have imported content.

**D8. Description of imported content**

Provide a list of the exempted imported product(s), if any, as specified in the tender.

**D9. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D10. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

**D11. Imported value as per commercial invoice**

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D12. Tender exchange rate**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D13. Local value of imports**

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

**D14. Freight costs to port of entry**

Provide the freight costs to the South African Port of the exempted imported item.

**D15. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

**D16. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

**D17. Tender quantity**

Provide the tender quantity of the exempted imported products as per the tender specification.

**D18. Exempted imported value**

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the



tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

**D19. Total exempted imported value**

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

**Table B. Imported Directly By Tenderer**

**D20. Tender item numbers**

Provide the tender item number(s) of the product(s) that have imported content.

**D21. Description of imported content:**

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

**D22. Unit of measure**

Provide the unit of measure for the product(s) imported directly by the tenderer.

**D23. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

**D24. Imported value as per commercial Invoice**

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

**D25. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D26. Local value of imports**

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

**D27. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

**D28. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

**D29. Total landed costs excl VAT**

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

**D30. Tender quantity**

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

**D31. Total imported value**

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

**D32. Total imported value by tenderer**

The total value of imports by the tenderer is the sum of the values in column D31.

**Table C. Imported by Third Party and Supplied to the Tenderer**

**D33. Description of imported content**

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

**D34. Unit of measure**

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

**D35. Local supplier**

Provide the name of the local supplier(s) supplying the imported product(s).

**D36. Overseas supplier**

Provide the name(s) of the overseas supplier(s) supplying the imported products.

**D37. Imported value as per commercial invoice**

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

**D38. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D39. Local value of imports**

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

**D40. Freight costs to port of entry**

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

**D41. All locally incurred landing costs and duties**

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

**D42. Total landed costs excluding VAT**

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

**D43. Quantity imported**

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

**D44. Total imported value**

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

**D45. Total imported value by third party**

The total imported value from the third party is the sum of the values in column D44.

**Table D. Other Foreign Currency Payments**

**D46. Type of payment**

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

**D47. Local supplier making the payment**

Provide the name of the local supplier making the payment.

**D48. Overseas beneficiary**

Provide the name of the overseas beneficiary.

**D49. Foreign currency value paid**

Provide the value of the listed payment(s) in their foreign currency.

**D50. Tender rate of exchange**

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

**D51. Local value of payments**

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

**D52. Total of foreign currency payments declared by tenderer and/or third party**

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

**D53. Total of imported content and foreign currency payment**

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

## **5. ANNEXURE E**

### **5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”**

*The paragraph numbers correspond to the numbers in Annexure E*

#### **E1. Tender number**

Supply the tender number that is specified on the specific tender documentation.

#### **E2. Tender description**

Supply the tender description that is specified on the specific tender documentation.

#### **E3. Designated products**

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

#### **E4. Tender authority**

Supply the name of the tender authority.

#### **E5. Tendering entity name**

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

#### **Local Goods, Services and Works**

#### **E6. Description of items purchased**

Provide a description of the items purchased locally in the space provided.

#### **E7. Local supplier**

Provide the name of the local supplier that corresponds to the item listed in column E6.

#### **E8. Value**

Provide the total value of the item purchased in column E6.

**E9. Total local products (Goods, Services and Works)**

Total local products (goods, services and works) is the sum of the values in E8.

**E10. Manpower costs:**

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

**E11. Factory overheads:**

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

**E12. Administration overheads and mark-up:**

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

**E13. Total local content:**

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

## **Safety, Health & Environmental (SHE) Specification for:**

**PROJECT DESCRIPTION:** THE ROUTINE MAINTENANCE AND REPAIRS OF ALL SPLIT AND CASSETTE UNITS IN THE BUILDINGS, TUG BOATS AND WORK BOATS AT THE PORT OF SALDANHA FOR A PERIOD OF 24 MONTHS

**ISSUED:** OCTOBER 2021

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

## Table of Contents

1.	Introduction .....	4
2.	Scope of Work.....	4
3.	Abbreviations and Definitions .....	5
4.	Responsibilities .....	6
4.1	TNPA SHE Department shall:.....	6
4.2	Client (TNPA) .....	6
4.3	Principal Contractor .....	6
4.4	Other Joint Responsibilities .....	7
4.5	Principal Contractor's General Duties .....	7
5.	Safety, Health and Environmental Risk Assessments.....	7
5.1	Arrangements for Controlling Significant Site Risks .....	8
5.2	Development of Risk Assessments .....	8
5.3	Roles and Responsibilities for Risk Assessments.....	10
5.3.1	<b>TNPA</b> .....	10
5.3.2	<b>The Contractor shall</b> .....	10
5.3.3	<b>Other Requirements</b> .....	10
5.4	Review of Risk Assessment .....	11
5.5	Safe Operating/ Work Procedures .....	12
6.	Occupational Health and Safety Management.....	12
6.1.2	<b>Standard setting</b> .....	12
6.1.3	<b>Communication and cooperation</b> .....	12
6.1.5	<b>Information and training for people on site</b> .....	12
6.1.6	<b>Welfare</b> .....	13
6.1.7	<b>Site rules</b> .....	13
6.1.8	<b>Emergency procedures</b> .....	13
6.1.9	<b>Reporting of incident information</b> .....	13
6.2	Structure and Organisation of SHE Responsibilities .....	14
6.2.1	<b>Overall Supervision and Responsibility for SHE</b> .....	14
6.2.2	<b>Further (Specific) Supervision Responsibilities for SHE</b> .....	14
7.	Safety, Health and Environmental File.....	14
8.	SHE Inspections.....	16
8.1	Housekeeping .....	16
9.	Personal & Other Protective Equipment (Sections 8/15/23 of the OHS Act) .....	17





10.	Infection Control .....	17
11.	Equipment and Machinery .....	18
12.	Tools and Equipment.....	18
13.	Training .....	19
13.1	SHE Induction Programme .....	19
13.2	General Induction Training .....	19
13.3	Site Specific Induction Training .....	19
14.	Periodic Medical .....	19
15.	SHE Signage on plant and in buildings.....	20
16.	SHE Objectives and Targets .....	20
17.	SHE Communication & Awareness .....	20
18.	Incident/Accident Reporting & Investigation.....	21
18.1	Accidents and Incident Investigation (General Administrative Regulation 9).....	21
18.2	Occurrences reporting & investigation .....	21
19.	Insurance .....	22
20.	Security .....	22
20.1	Access Control .....	23
21.	Environmental Management Plan.....	23
21.1	Licensing and Permits .....	24
21.2	Waste management .....	25
21.3	Indigenous plants and animals .....	25
22.	Transportation .....	25
23.	General Site Procedures .....	26
23.1	General Inspection, Monitoring and Reporting.....	26
23.2	Contractor's audits and inspections .....	26
23.3	Other audits and inspections by TNPA .....	26
23.4	Recording and review of inspection results.....	26
23.5	Review .....	26
24.	Site Rules and other Restrictions.....	27
24.1	Site SHE Rules.....	27
25.	Records.....	27

## 1. Introduction

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

The purpose of the abovementioned Specification is to:-

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

## 2. Scope of Work

The scope of work entails **THE ROUTINE MAINTENANCE AND REPAIRS OF ALL SPLIT AND CASSETTE UNITS IN THE BUILDINGS, TUG BOATS AND WORK BOATS AT THE PORT OF SALDANHA FOR A PERIOD OF 24 MONTHS.**

### CONTEXT

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

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

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

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

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

### 3. Abbreviations and Definitions

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

“Purpose of the Act” –

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

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

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

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

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

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

“Letter of Good standing” – means a letter of good standing is the registration certificate issued by the workman’s compensation fund or any other licensed insurer when the insured has complied with all the requirements of the insurer and the requirements of the act.

The certificate will reflect the -

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

The certificate will be issued without any alterations.

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

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

“OHS” means Occupational Health and Safety

“Section 37(2) Agreement” – means

- This document is a legal agreement in terms of section 37(2) of the Occupational Health and Safety Act. The agreement is between the clients (Transnet National Ports Authority) and the contractor.
- The agreement will confirm that the appointed person of any company will remain responsible and accountable for his own employees, including any labour hire employees.
- Have the agreement form completed and signed by the chief executive officer of your company as soon as possible and return it to the relevant project manager for his signature.
- The relevant project manager will sign the agreement on behalf of the client.

“SHE” - means Safety Health and Environment

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

“TNPA” - means Transnet National Ports Authority

## **4. Responsibilities**

### **4.1 TNPA SHE Department shall:**

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

### **4.2 Client (TNPA)**

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

### **4.3 Principal Contractor**

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

#### 4.4 Other Joint Responsibilities

- 4.4.1. TNPA, Agent, Principle and contractors shall ensure that all cleaning activities do not contradict the SHE Policy of the TNPA
- 4.4.2. The contractor shall provide and maintain systems of work, plant and machinery that is safe and without risks to health, environment, and safety of people within Transnet National Ports Authority.
- 4.4.3. Contractors shall take steps to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, contractors, visitors and suppliers, before resorting to personal protective equipment.

#### 4.5 Principal Contractor's General Duties

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

##### 4.5.3. Legal Liabilities

Common Law and Legislation

Based on two main criteria –

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

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

#### 5. Safety, Health and Environmental Risk Assessments

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

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

## 5.1. Arrangements for Controlling Significant Site Risks

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

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

## 5.2. Development of Risk Assessments

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

- a) To be completed **one week** before the execution of a job, and submitted to the Project Manager for approval, to avoid delays.
- b) Each Contractor shall submit a Risk Assessment Plan that will also include a monitoring and review plan.
- c) Attach **Safe-operating procedures** and **Method statements** to Risk Assessments.
- d) Each Supervisor to communicate Job specific Risk Assessments to every person involved on the job and workmen must sign acknowledgment the communication of and understanding the risks related to the job and preventative measures and controls.
- e) The risk assessment shall include, at least:
  - i. the identification of the risks and hazards to which persons may be exposed



- ii. the analysis and evaluation of the risks and hazards identified
- iii. a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- iv. a monitoring plan and
- v. a review plan

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

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

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

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

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

1. Working at Heights
2. Electrical Works
3. Working with portable electrical tools
4. Working with hand tools
5. Hazardous biological agents exposure
6. Working close to quay
7. Slippery/Wet Conditions
8. Manual handling/Lifting
9. Office environment
10. Vehicle movement
11. Uneven surfaces
12. Hazardous chemical exposure

### 5.3. Roles and Responsibilities for Risk Assessments

#### 5.3.1. TNPA

##### The Port of Saldanha shall:

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

#### 5.3.2. The Contractor shall

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

#### 5.3.3. Other Requirements

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

### 7.4 Procedure

- 7.4.1 Prior to commencement of any project within the port boundaries, a Safety, Health and Environmental risk assessment shall be conducted to identify hazards and risks that could impact on the health and safety of employees, contractors and the environment on which they are working on.





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

#### 5.4. Review of Risk Assessment

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

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

## 5.5. Safe Operating/ Work Procedures

### Specific Rule #1

**DO NOT work in hazardous areas without proper procedure being followed**

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

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

## 6. Occupational Health and Safety Management

### 6.1.1. Standard setting

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

### 6.1.2. Communication and cooperation

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

### 6.1.3. Information and training for people on site

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

- i. project-specific awareness training;
- ii. toolbox or task health and safety talks; and
- iii. the display of statutory notices.

#### 6.1.4. Welfare

The arrangements for the provision and maintenance of welfare facilities.

#### 6.1.5. Site rules

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

#### 6.1.6. Emergency procedures

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

#### 6.1.7. Reporting of incident information

##### Specific Rule # 2

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

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

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
  - i. dies
  - ii. becomes unconscious
  - iii. loses a limb or part of a limb
  - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed
- OR where:
  - i. a major incident occurred
  - ii. the health or safety of any person was endangered
  - iii. where a dangerous substance was spilled
  - iv. the uncontrolled release of any substance under pressure took place
  - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
  - vi. machinery ran out of control,

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

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

## **6.2. Structure and Organisation of SHE Responsibilities**

### **6.2.1. Overall Supervision and Responsibility for SHE**

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

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

### **6.2.2. Further (Specific) Supervision Responsibilities for SHE**

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

## **7. Safety, Health and Environmental File**

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

**IMPORTANT:**

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

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

9.1 The SHE file requirements are defined in terms of -

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

9.2 The SHE file will contain the following documentation;

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

- l) SHE Performance
  - i. Incidents, Stats & Analysis

- 9.3 This file will be kept on site and will be available at all times to TNPA and Department Of Labour
- 9.4 At completion of contract, the Health and Safety file will be included in the consolidated file and it will be handed over to the TNPA representative (Project leader/SHE Department ).

## 8. SHE Inspections

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

### 8.1. Housekeeping

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

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

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

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

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

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

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

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

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

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

### Specific Rule # 3

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

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

- a) Hand protection
- b) Head protection

### Specific Rule # 4

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

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

## 10. Infection Control

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

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

## 11. Equipment and Machinery

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

## 12. Tools and Equipment

- a) All tools and equipment must be inspected by the Supervisor/Safety before used on site.
- b) All equipment and machinery shall be in good working order and compliant with legal requirements.
- c) All equipment shall be stored in designated areas and not haphazardly.
- d) In case of material being stored haphazardly TNPA SHE BU will issue a non-conformance report to the contractor, who will be required to reply within a specific period on corrective and preventative measures
- e) All equipment with a dangerous part must not be exposed, but adequately guarded as to prevent an employee to come in contact with the dangerous part.
- f) The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.



- g) The company is not responsible for the health and safety of a contractor's employees and/or for the loss of the contractor's equipment as a result of any cause whatsoever.
- h) Contractors shall provide their own equipment which must comply with the standards put down in the Occupational Health and Safety Act (85 of 1993).

### **13. Training**

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

#### **13.1. SHE Induction Programme**

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

#### **13.2. General Induction Training**

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

#### **13.3. Site Specific Induction Training**

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

### **14. Periodic Medical**

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

- a) Hearing Tests
- b) Audio Tests
- c) Vision screening
- d) Lung functioning, and any other test deemed necessary by an professional medical practitioner

The contractor shall confirm in writing to TNPA, SHE that the intended employees to work at TNPA, Saldanha sites has been declared medically fit.

## 15. SHE Signage on plant and in buildings

The contractors employees shall comply with all SHE signage posted at various locations of TNPA, Port of Saldanha

## 16. SHE Objectives and Targets

TNPA, Saldanha target for disabling injuries (DI) is zero, and the contractor and his/her employees shall comply with this requirement by means of working safely.

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to TNPA and/or its Agent on its behalf on a monthly basis.

## 17. SHE Communication & Awareness

- a) TNPA, Saldanha SHE communication are channelled through TNPA, SHE BU.
- b) Monthly news flashes are communicated by e-mail and SHE notice boards
- c) The contractors' employees will refer to the SHE notice boards in their areas of work for SHE communication.
- d) Internal competitions will be held to test the level of understanding and knowledge with reference to SHE matters.
- e) The Contractor shall notify TNPA of any complaints lodged by a third party, and request appropriate information and measures to address such complaints. TNPA is responsible for maintaining a complaints register in which all complaints are recorded, as well as action taken. This register shall be available to the Contractor on request.
- f) SHE Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the SHE Committee as per the procedures determined by the SHE Committee.
- g) In addition to the above, communication may be directly to TNPA or his appointed Agent, verbally or in writing, as and when the need arises.
- h) Consultation with the workforce on SHE matters will be through their Supervisors and SHE Representatives ('SHE – Reps')
- i) The Principal Contractor will be responsible for the dissemination of all relevant SHE information to the other Contractors e.g. design changes agreed with TNPA and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

## 18. Incident/Accident Reporting & Investigation

- a) It is the responsibility of the Contractor to report the reportable incident/ Accident according to the OHS Act 85 of 1993 to the Department of Labour or SAMSA as stipulated within the Act
- b) The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- c) The contractor or a duly authorized representative shall form part of the investigation process
- d) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- e) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- f) The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the work site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- g) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- h) The contractor shall ensure that the recommendations upon acceptance are implemented successfully.

### 18.1. Accidents and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register.

The Principal Contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

### 18.2. Occurrences reporting & investigation

It is the responsibility of the Contractor to report the reportable incident/Accident according to the OHS Act 85 of 1993 to the Department of Labour or SAMSA as stipulated within the Act

The contractor or a duly authorized representative shall form part of the investigation process

The contractor shall ensure that the recommendations upon acceptance are implemented successfully.

The Principal Contractor shall provide TNPA with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

## 19. Insurance

The contractor shall effect at his own cost any insurance which he deem necessary in his own interest to cover loss and/or damage to the property of Transnet National Port Authority or a third party. The contractor shall within four weeks of the award of the contract submit to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums. These insurances shall be maintained in force for the duration of the contract and shall be affected with insurers and on terms approved by Transnet National Port Authority.

The Contractor will be required to certify that he does carry the following insurance cover for the full duration of the Contract:

- a) Contractor's property - the full value of all material, plant and equipment brought on to the site by the Contractor for the performance of his obligations in terms of the contract.
- b) Public liability - the contractor shall take out a public liability insurance policy in an amount of R10 000 000, 00 (Ten Million Rand) per occurrence on terms approved by Transnet NPA.

Such policy shall:

- i. be of full force and effect as from the commencement date;
- ii. not be cancelled or terminated by the contractor without the prior written consent of TNPA;

The contractor shall:

- i. pay the premiums for such insurance policy promptly on due date;
- ii. submit proof of payment to Transnet NPA if requested to do so;
- iii. Not do or cause to be done, any act or omission, which shall affect the validity of such insurance policy or cause its cancellation.

## 20. Security

The Contractor shall adhere to the Port security measures as enforced by TNPA. The contractor is responsible for the safeguarding of his own equipment and material while on site and/or working in the Port of Saldanha.

## 20.1. Access Control

To control entrance/exit of personnel, vehicles, equipment and materials on any project by implementing security systems.

Access control is the controlling of people, property and vehicles in and out of a secured area. Security is responsible for the issuing of access control cards. Should you want to take private property through the access control point, you have to declare the property at the gate.

Points of vehicle and pedestrian access to restricted areas shall provide the same level of physical protection as that provided at all other points along the secured perimeter. Gate hardware for security fencing shall be installed in a manner that will mitigate tampering.

Any property that you want to remove from the site, even scrap wood or empty containers must be accompanied by a waybill signed by a senior mine employee who is authorized to give such permission to remove these items.

When transport property between two access control points, ensure that the original of the waybill is handed in at the exit point and a copy is handed in at the entry point. Do not enter a security area except through a gate controlled by security.

Vehicle permits are also issued by security, after the safety officer declared that your vehicle is roadworthy. Your supervisor will approve your application and then only will you be issued with a vehicle permit

## 21. Environmental Management Plan

The contractor must comply with all applicable environmental legislation at all time in the work site. The contractor must ensure compliance with the Transnet Group SHEQ Risk Management Policy Statement.

The Contractor shall submit, for TNPA review, an Environmental Management Plan (EMP) which provides in detail measures to be implemented to manage and prevent environmental impacts associated with the planned works. This EMP must be submitted well before commencement of planned works, and must include, but shall not be limited to the following aspects:

- a) Description of scope of planned works;
- b) Description of appointments, roles and responsibilities of relevant staff that will ensure implementation of environmental management during execution of planned works;
- c) Management and communication (reporting, etc.) arrangements during execution of planned works;
- d) Site establishment arrangements, explained in a proper method statement, including details on facilities and equipment to be installed/used;

- e) Waste management during execution of planned works (identification, handling and disposal of general and hazardous waste);
- f) Maintenance, repairs and servicing of equipment and plant;
- g) Refuelling of plant and equipment
- h) Storm water and run-off management;
- i) Groundwater management/prevention of contamination;
- j) Hazardous substances management (identification, handling, storage and disposal of hazardous waste);
- k) Effluent monitoring;
- l) Spill response measures;
- m) Dust control/management
- n) Noise control/management
- o) Rehabilitation measures;
- p) Inspection, auditing and monitoring measures to be implemented during execution of planned works.

The Contractor is made aware of the following specifics:

### 21.1. Licensing and Permits

Any activity that requires a licence, permit of authorisation from the Port Authority or any Government Authority that is prescribed by legislative requirements must be obtained before the undertaking of the work. The contractor shall strictly comply with conditions and requirements pertaining to the issue of such permits. The contractor shall ensure compliance to these licences, permits or authorisations at all times. These include, but are not limited to the following;

- a) SHE Site Access Permit
- b) Security Site Access Permit
- c) Isolation/lock out
- d) Hot work permit

#### **Specific Rule # 5**

**All Hot work on site requires a HOTWORK PERMIT. The latter is issued by the Transnet National Ports Authority Fire department. Contact 022 703 4330/1/8**

- e) Working at height

#### **Specific Rule # 6**

**DO NOT work at height without fall protection equipment wherever required according to TNPA standards**

The permit is essentially a document which describes the work to be done and the precaution to be followed while doing the work; it sets out all necessary safety procedures and the equipment. The permit should clearly specify the particular item of equipment or area involved the extent of work permitted, what condition are to be

observed and time and duration of validity. The number of permit required will vary with the complexity of planned activity.

## 21.2. Waste management

A **Waste Management Plan** must be submitted for TNPA written approval.

Waste refers to all solid and liquid waste matter generated during the execution of planned works, including work debris (wrapping materials, timber, cans etc.), surplus food, food packaging, and spend grit and chippings generated during sandblasting, etc.

The Contractor shall institute an on-site waste management programme that is detailed in the Waste Management Plan and acceptable to the TNPA in order to prevent the spread of refuse within and beyond the site. The waste management program shall stipulate, among other:

- a) An inventory of expected wastes and their categories;
- b) Waste containment facilities (number, type and locations indicated on a site plan)
- c) Compliance with local authority requirements;
- d) Auditing and monitoring;
- e) Methods for dealing with spillages and clean up.

All waste shall be collected and contained immediately. Contractor shall institute a clean-up of the site if so instructed by the TNPA. This clean up shall be for the contractor's account.

Contractor shall not dispose of any waste and/or work debris by burning or burying. The use of suitable waste bins and/or skips is mandatory. The bins shall be provided with lids and an external, secure closing mechanism to prevent their contents blowing out. Contractor shall ensure that all waste is deposited by employees in the waste bins for removal by the local authority. Bins shall not be used for any purposes other than waste collection and shall be emptied on a regular basis. All waste shall be disposed of off-site at approved landfill sites.

## 21.3. Indigenous plants and animals

- a) Indigenous plants and animals must not be disturbed or killed.
- b) Alien trees with birds' nests must be killed standing where possible.
- c) Collection of plants, part of plants or animals for medicinal or other purposes, may only take place with the appropriate permission.

## 22. Transportation

- a) No transportation of passengers and material/equipment on the same load box will be allowed on site.
- b) No hanging over the back LDV or truck by people will be allowed within the Port of Saldanha.
- c) Speed limit within the Port of Saldanha is generally 60 km/h or as otherwise indicated and no speeding will be tolerated.



## **23. General Site Procedures**

Servicing and fuelling should preferably occur off site.

However if these activities occur on site, the contractor shall ensure that all servicing of vehicles and equipment takes place in designated areas agreed upon by TNPA.

All waste generated by these activities shall be managed. The waste shall be collected and disposed of off-site at an appropriately licensed landfill site. All equipment that leaks onto the ground shall be repaired immediately or removed.

Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with TNPA. The contractor shall not change oil or lubricants anywhere on site except at designated locations, except if there is a breakdown or an emergency repair. In such instances, the contractor shall ensure that he has appropriate absorbent materials (or equivalent) and/or drip trays available to collect any oil, fluid, etc.

### **23.1. General Inspection, Monitoring and Reporting**

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

### **23.2. Contractor's audits and inspections**

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own SHE management system as well as with this specification.

### **23.3. Other audits and inspections by TNPA**

TNPA reserves the right to conduct other ad-hoc audits and inspections as deemed necessary. This will include site safety walks.

### **23.4. Recording and review of inspection results**

All the results of the above-mentioned inspections shall be in writing, reviewed at SHE committee meetings, endorsed by the chairman of the meeting and placed on the SHE File.

### **23.5. Review**

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the work develops and progresses and each time changes are made to the designs, plans and work methods and processes.

The Principal Contractor must provide TNPA and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.



## 24. Site Rules and other Restrictions

### 24.1. Site SHE Rules

The Principal Contractor must develop a set of site-specific SHE rules that will be applied to regulate the Health and Safety Plan and associated aspects of the work.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.


## 25. Records

The SHE Plan, Risk Assessments, Contractor SHE Activity Plans and results of SHE monitoring activities are retained for the duration of the project as a record of SHE arrangements. When the contract is complete, the SHE Plan has played its role and it ceases to exist except as a record document. Some of the information may contribute to the creation of the SHE File.

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**Issued by:** SHE Department, Port of Saldanha

**Approved by:**

  
Netaneel Pieters- Risk Specialist

14 October 2021

Date