

Transnet National Ports Authority

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR QUOTATION (RFQ)

APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE BASIC ASSESSMENT FOR THE FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1) IN THE PORT OF SALDANHA FOR A PERIOD OF TWELVE (12) MONTHS

RFQ NUMBER	: TNPA SLD343/06/2021
ISSUE DATE	: 12 NOVEMBER 2021
CLOSING DATE	: 09 DECEMBER 2021
CLOSING TIME	: 10h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number	Heading
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The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

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

Part C3: Scope of Services

- | | |
|------|-------------------|
| C3.1 | Scope of Services |
|------|-------------------|

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].

DESCRIPTION	APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE BASIC ASSESSMENT FOR THE FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1) IN THE PORT OF SALDANHA FOR A PERIOD OF TWELVE (12) MONTHS
ADVERT AND RFQ DOWNLOADING	<p>RFQ will be advertised on the CIDB i-Tender publication portal and may be downloaded directly from Transnet e-Tender portal at: https://www.transnet.net/TenderBulletins/TC/Pages/default.aspx</p> <p>AND/ OR</p> <p>This RFQ may also be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>FREE OF CHARGE</p> <p>NOTE:</p> <p>It is the responsibility of the tenderer to ensure downloading or receipt of a complete RFQ with all specifications, drawings and annexures.</p>

TENDER CLARIFICATION MEETING	<p>No tender briefing session will be held for this RFQ, but respondents are encouraged to contact Port Procurement Department if they require any clarification regarding this RFQ. The contact person is Ms Malebo Nooi and can be contacted at 022 703 5419 / 083 798 0606, email: Malebo.Nooi@transnet.net.</p> <p>This is to ensure that any required communication (e.g. addenda to the RFQ) in relation to this RFQ reaches those intending to respond. 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</p>
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	<p>possible consequence of either being disadvantaged or disqualified as a result thereof.</p> <p>For technical enquiries, respondents must contact Ms Sinovuyo Ngobese at 066 290 3641, email: Sinovuyo.Ngobese@transnet.net</p> <p>Respondents MUST copy Ms Malebo.Nooi@transnet.net on all communication relating to this tender.</p>
CLOSING DATE	<p>10:00 am on (21/12/09)</p> <p>Tenderers must ensure that tenders are delivered timeously to the correct address. If a tender is late or delivered to the incorrect address, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

Tender Offers must be sealed and addressed as follows:

The Secretariat, Acquisition Council

RFQ No: TNPA SLD343/06/2021

Description: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE BASIC ASSESSMENT FOR THE FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1) IN THE PORT OF SALDANHA

Closing date and time: **09 December 2021 at 10:00**

Closing address: *[Refer to options in paragraph 3 below]*

All submissions must reflect the return address of the Tenderer on the reverse side.

3. DELIVERY INSTRUCTIONS FOR TENDER

3.1 Delivery by hand

If delivered by hand, the envelope must be deposited in the Transnet tender box which is located at the Ground Floor, Bayvue Centre, Marine Drive, Saldanha, and must be addressed as follows:

THE SECRETARIAT
PORT ACQUISITION COUNCIL
BAYVUE CENTRE
MARINE DRIVE
SALDANHA
7395

The measurements of the "tender slot" are 400mm wide x 100mm high, and Tenderers must please ensure that tender documents or files are no larger than the above dimensions. Tenders which are too bulky [i.e. more than 100mm thick] must be split into two or more files, and placed in separate envelopes, each such envelope to be addressed as required in paragraph 2 above.

3.2 Dispatch by courier

If dispatched by courier, the envelope must be addressed as follows and delivered to the Office of The Secretariat, Transnet Port Acquisition Council and a signature obtained from that Office:

THE SECRETARIAT
PORT ACQUISITION COUNCIL
THE TENDER BOX
BAYVUE CENTRE
MARINE DRIVE
SALDANHA
7395

3.3 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.

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

4. CONFIDENTIALITY

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

5. 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:

5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.

- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender;
 - 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
 - 5.4. 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;
 - 5.5. Request audited financial statements or any other documentation for the purposes of a due diligence exercise;
 - 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 5.7. 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;
 - 5.8. 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);
 - 5.9. 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.
 - 5.10. 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.
 - 5.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-12, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
6. 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.

7. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Tenderer are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state

and facilitate the verification of certain key supplier information. The CSD can be accessed at <https://secure.csd.gov.za/>. Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

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

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Activity Schedule

	Part C3: Scope of services	C3.1 Scope of Services
C.1.4	The Employer's agent is:	Contract Specialist
	Name:	Malebo Nooi
	Address:	Bayvue Centre, Marine Drive, Saldanha, 7395
	Tel No.	022 703 5419 / 083 798 0606
	E – mail	Malebo.nooi@transnet.net
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p>1. Stage One - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</p> <p>a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 4.</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p> <p>2. Stage Two - Functionality:</p> <p>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 score for functionality is 60 points.</p> <p>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.</p> <p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
C.2.12	No alternative tender offers will be considered.	
C.2.13.3	Parts of each tender offer communicated on paper shall be as an original , which shall be in the English Language .	
C.2.13.5	The <i>Employer's</i> details and address for delivery of tender offers and identification	
C2.15.1	details that are to be shown on each tender offer package are:	
	Location of tender box	TRANSNET NATIONAL PORTS AUTHORITY

Physical address: Bayvue Centre
Marine Drive
Saldanha
7395

Identification details: The tender documents must be submitted labelled with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: TNPA SLD343/06/2021
- The Tender Description: Appointment Of Environmental Assessment Practitioner (EAP) to undertake Basic Assessment for the Fender Maintenance Workshop and Storage Area (Phase1) in the Port of Saldanha for a period of twelve (12) months

Documents must be marked for the attention of:

Employer's Agent: Malebo Nooi

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

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

Time: **10:00am** on the **09 December 2021**

Location: **Transnet National Ports authority**

Bayvue Centre

Marine Drive

Saldanha

7395

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. Proof of registration on the Central Supplier Database;

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

C3.4 The time and location for opening of the offers are after the opening submissions at the venue as stated in C.2.15.

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

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

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

Functionality Criteria

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

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-02 Previous experience	Company Experience List of similar previous projects undertaken (Complete Annexure A)	20	
	Confirmation of Quality Service Rendered Five signed written reference letters on a company letterhead from companies where similar services have been rendered, quality of service should be indicated and contact details.	10	
	Company Organogram A comprehensive and detailed organogram that shows the structure and composition of their management structure involved in	10	



T2.2-03 Project Organogram, Management & CV's	rendering the service. The organogram should indicate Name and Surname of team members for the following key functions: <ul style="list-style-type: none"> • Principal Environmental Assessment Practitioner (EAP) • Project Manager • Public Participation Process facilitator 		
	Detailed CV of the Principal EAP indicating relevant experience in leading similar projects.	10	
T2.2-04 Approach Paper	<p>5.1 The Approach Paper should address the following Key activities as a minimum:</p> <p>5.1.1 Project Initiation;</p> <p>5.1.2 Basic Assessment Report (BAR) and Environmental Management Plan (EMP);</p> <p>5.1.3 Public Participation; and</p> <p>5.1.4 Environmental Authorisation</p> <p>5.2 Each of the key activities (5.1.1 – 5.1.4 above) in the approach paper must relate to the scope of work and address the following Sub activities:</p> <p>5.2.1 Outline the details of envisaged processes</p> <p>5.2.2 Project Risks</p> <p>5.2.3 Indicate how risks will be managed</p>	40	
T2.2-05 Programme	<p>The tenderer must submit a detailed Project Plan that complies to the scope of work.</p> <p>Project plan must clearly indicate:</p> <p>6.1 Logical order (start date and end date) and timeframes of the activities</p> <p>6.2 Milestones and deliverables</p> <p>6.3 Critical path</p> <p>6.4 Resource loading</p> <p>6.5 Cost loading</p>	10	
Maximum possible score			100

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

- T2.2-02 Previous Experience Management & CVs of Key Persons
- T2.2-03 Project Organogram,
- T2.2-04 Approach Paper
- T2.2-05 Programme

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100 (logarithmic scale, more suitable for NEC3, PSC or Supply Contract).

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.

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

T2.1 List of Returnable Documents

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

T2.2-01 **Stage One: Pre-qualification Criteria Schedule – B-BBEE Level 4**

2.1.2 Stage Two: these schedules will be utilised for evaluation purposes:

T2.2-02 **Evaluation Schedule:** Previous experience

T2.2-03 **Evaluation Schedule:** Project Organogram, Management & CV's

T2.2-04 **Evaluation Schedule:** Approach Paper

T2.2-05 **Evaluation Schedule:** Programme

2.1.3 Returnable Schedules:

General:

T2.2-06 Authority to submit tender

T2.2-07 Record of addenda to tender documents

T2.2-08 Letter of Good Standing

Agreement and Commitment by Tenderer:

T2.2-09: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-10 Non-Disclosure Agreement

T2.2-11 RFQ Declaration Form

T2.2-12 RFQ – Breach of Law

T2.2-13 Certificate of Acquaintance with Tender Document

T2.2-14 Service Provider Integrity Pact

T2.2-15 Supplier Code of Conduct

T2.2-16 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

2.1.4 Transnet Vendor Registration Form:

T2.2-17 Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions Activity Schedule

2.6 C2.2 Priced Activity Schedule

T2.2-01 ELIGIBILITY CRITERIA SCHEDULE: B-BBEE STATUS LEVEL4:

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/EME or QSE/Sub-consulting.

It is a specific tendering condition that tenderers:

- Have a minimum B-BBEE status level of 4.

Tenderers are required to submit the **valid B-BBEE certificates or Sworn Affidavits** of the Sub-consulting Company/ies together with the Tender submission.

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.						
2.						

3.						
4.						
5.						

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.

T2.2-02: EVALUATION SCHEDULE: PREVIOUS EXPERIENCE

Note to tenderers:

Tenderers are required to demonstrate their experience in the delivery of projects of a similar nature in relation to the scope of work and to this end shall supply the following:

- A list of past / current projects of similar nature.
- Confirmation of Quality Service Rendered

Four signed written reference letters on a company letterhead from companies where similar services have been rendered, quality of service should be indicated. Landline telephone details of clients should also be provided.

Index of documentation attached to this schedule

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PROJECT DESCRIPTION	CLIENT'S DETAILS <i>(Name of company, contact name & phone number)</i>	COMPLETION DATE OF CONTRACT	VALUE OF CONTRACT

The scoring of the list of projects of similar nature will be as follows:

Points Available	20
Score	List of past / current projects of similar nature.
0	Not submitted / No previous similar projects submitted.
20	Two (2) or less previous similar projects
40	Three (3) – Five (5) previous similar projects
60	Six (6) – Seven (7) previous similar projects
80	Eight (8) – Ten (10) similar projects submitted.
100	More than Ten (10) similar projects submitted.

The scoring of the reference letters will be as follows:

Points Available	10
Score	Reference Letters- Confirmation of Quality Service Rendered
0	None submitted / Reference letters not conforming to requirement
20	One (1) compliant reference letter submitted.
40	Two (2) compliant reference letters submitted.
60	Three (3) compliant reference letters submitted.
80	Four (4) compliant reference letters submitted
100	Five (five) or more compliant reference letters submitted

T2.2-03: EVALUATION SCHEDULE: PROJECT ORGANOGRAM, MANAGEMENT & CV'S

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 rendering the service. The organogram should indicate Name and Surname of team members for the following key functions:
 - Principal Environmental Assessment Practitioner (EAP)
 - Project Manager
 - Public Participation Process facilitator

2. Detailed CV of the Principal EAP indicating relevant experience in leading similar projects.

The scoring of the Project Organogram will be as follows:

Points Available	10
Score	Organogram
0	No organogram submitted.
20	n/a
40	Organogram submitted, organogram does not indicate personnel for all of key functions.
60	n/a
80	n/a
100	Organogram submitted. Organogram shows personnel performing all of key functions.

The scoring of the EAP's CV will be as follows:

Points Available	10
Score	CV of Principal EAP
0	No information provided.
20	Less than three (3) years' experience.
40	Less than five (5) years but more or equal to three (3) years' experience.
60	CV indicates Principal EAP with five (5) years' experience.
80	CV indicates Principal EAP with less than eight (8) years but more than or equal to six (6) years' experience.
100	CV indicates Principal EAP with eight (8) years' or more experience.

T2.2-04: EVALUATION SCHEDULE - APPROACH PAPER

- 1 The Approach Paper should address the following key activities as a minimum:
 - 1.1 Project Initiation;
 - 1.2 Basic Assessment Report (BAR) and Environmental Management Plan (EMP)
 - 1.3 Public Participation
 - 1.4 Environmental Authorisation
- 2 Each of the key activities (1.1 – 1.4 above) in the approach paper must relate to the scope of work and address the following Sub activities:
 - 2.1 Outline the details of envisaged processes
 - 2.2 Project Specific Risks
 - 2.3 Indicate how risks will be managed

Index of documentation attached to this schedule

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The scoring of the approach paper will be as follows:

Points Available	40
Score	Approach Paper
0	The Tenderer has submitted no information.
20	
40	
60	Maximum score of 25 available per key activity 8.33% per sub activity addressed.
80	
100	
	Maximum score of 100 awarded if approach paper covers all 4 key activities and all 3 sub-activities.

T2.2-05: EVALUATION SCHEDULE: PROGRAMME

Note to tenderers:

The Tenderer details the programme for evaluation and attaches it to this schedule.

The tenderer must submit a detailed Project Plan/programme that complies with the scope of work.

Project plan must clearly indicate:

- Logical order and timeframes of the activities
- Milestones and deliverables
- Critical path
- Resource loading
- Cost loading

The scoring of the Project plan will be as follows:

Points Available	10
Score	Programme
0	No plan submitted.
20	Tenderer has addressed one (1) of the requirements in the project plan.
40	Tenderer has addressed two (2) of the requirements in the project plan.
60	Tenderer has addressed three (3) requirements in the project plan.
80	Tenderer has addressed four (4) requirements in the project plan.
100	Tenderer has addressed all five (5) requirements in the project plan.

Attachment A: Hard Copy of Programme

T2.2-06: 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 of _____, hereby confirm that by resolution of the board taken on _____ (date), Mr/Ms _____, acting in the capacity of _____, was authorised to sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

T2.2-07: 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		

T2.2-08: 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:

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

T2.2-09: ANNEX G COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.

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

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

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, 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.

¹“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, shareholder²): _____

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:

² "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.

Any other particulars:

SBD 4

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

YES / NO

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

YES / NO

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

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

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

YES / NO

2.8.1 If so, furnish particulars:

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

YES / NO

2.8.2 If so, furnish particulars.

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.

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:



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE BASIC ASSESSMENT FOR THE FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1) IN THE PORT OF SALDANHA

SBD 4

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

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

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 IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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).

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- 1.2 the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.3 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.
- 1.4 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20

Total points for Price and B-BBEE must not exceed

100

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- 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 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	<p>Certificate issued by SANAS accredited verification agency</p> <p>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)</p> <p>[Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.]</p>
EME³	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

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

³ 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.

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)
(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

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

8.1 Name of

8.2 company/firm:.....

8.3 VAT registration number:.....

8.4 Company registration number:.....

8.5 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.6 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.7 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.9 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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 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:

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

	Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.		
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/quotes⁴ 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).⁵ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

⁴ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁵ 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 consortium⁶ 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.

⁶ 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.

Signature

Date

Position

Name of bidder

T2.2-10: NON-DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFQ bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by

that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly

communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or

otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

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T2.2-11: 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:

[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 T2.2-14 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this ____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-13: CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

NAME OF TENDERING ENTITY:

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

6. In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the TENDER; or
 - f) Tendering with the intention not winning the Tender.
7. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Services to which this TENDER relates.
8. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
9. I/We am/are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [NPA] for criminal investigation. In addition, Tenderers that submit suspicious Tenders may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-14 SERVICE PROVIDER INTEGRITY PACT

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

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

2 Commitments of Transnet

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

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

for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

- 2.2 Transnet will, during the registration and tendering process treat all Tenderers/ Service Providers/Contractor with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers/ Service Providers/Contractors the same information and will not provide to any Tenderers/Service Providers/Contractors confidential/additional information through which the Tenderers/Service Providers/Contractors could obtain an advantage in relation to any tendering process.
- 2.3 Transnet further confirms that its employees will not favour any prospective Tenderers/Service Providers/Contractors in any form that could afford an undue advantage to a particular Tenderer during the tendering stage, and will further treat all Tenderers/Service Providers/Contractors participating in the tendering process in a fair manner.
- 2.4 Transnet will exclude from the tender process such employees who have any personal interest in the Tenderers/Service Providers/Contractors participating in the tendering process.

3 Obligations of the Tenderer / Service Provider

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.

- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

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

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

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

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

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as

part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.
- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

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

d) Anti-Corruption

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

4 Independent Tendering

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
 - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and

- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are

unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 Disqualification from Tendering Process

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

at any time, that a tenderer has been restricted with National Treasury by another government institution.

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

d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;

e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;

f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

(i) he made the statement in good faith honestly believing it to be correct; and

(ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;

g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;

h) has litigated against Transnet in bad faith.

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

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

7 Previous Transgressions

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

7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from

the registration process or removed from the Tenderer/ Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

8 Sanctions for Violations

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

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

9 Conflicts of Interest

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

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

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

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

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

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

10 Dispute Resolution

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

11 General

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

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

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

Signature

Date

T2.2-15: SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.

- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and

- Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

T2.2-16 AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":
- consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
- Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement, the Operator is (.....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	
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- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....
(Operator)

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

AS WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

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

1. If your annual turnover is R10 million or less, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate.

2. If your annual turnover is between R10 million and R50 million, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). O QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

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

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

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

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

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

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

7. As per the communique dated 04 March 2016 addressed to the **Members of the IRBA**, as of **30 September 2016**, the IRBA will no longer be the 'Approved Regulatory Body' as per Code Series 000, Statement 005 of the Codes of Good Practice. Any entity that seeks to apply for B-BBEE Accreditation to issue B-BBEE Verification Certificates post 30 September 2016 or wishes to participate in the B-BBEE Verification Industry must thus follow the Code Series 000, Statement 005, Section 5 of the Codes of Good Practice application process to the Accreditation Body (SANAS).'

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

SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name? Yes ☐ No ☐

If **YES** state the previous details below:

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

Your Current Company's VAT Registration Status

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address		Code	
Company Postal Address		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			
Company Contact Person Name			
Designation			
Telephone			
Email			

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

Most recent Financial Year's Annual Turnover	<R10Million EME		>R10Million <R50Million QSE		>R50Million Large Enterprise	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?				Yes		No	
--	--	--	--	-----	--	----	--

Please indicate your Broad Based BEE status (Level 1 to 9)	1	2	3	4	5	6	7	8	9
--	---	---	---	---	---	---	---	---	---

Majority Race of Ownership									
----------------------------	--	--	--	--	--	--	--	--	--

% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership	
-------------------	--	-------------------------	--	--------------------------------------	--	-------------------------	--

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

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

Supplier Development Information Required			
EMPOWERING SUPPLIER	YES	<input type="radio"/>	NO <input type="radio"/>
FIRST TIME SUPPLIER	YES	<input type="radio"/>	NO <input type="radio"/>
SUPPLIER DEVELOPMENT PLAN	YES	<input type="radio"/>	NO <input type="radio"/>
DEVELOPMENT PLAN DOCUMENT	* If Yes- Attach supporting documents		
ENTERPRISE DEVELOPMENT BENEFICIARY	YES	<input type="radio"/>	NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY	YES	<input type="radio"/>	NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY	YES	<input type="radio"/>	NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT	YES	<input type="radio"/>	NO <input type="radio"/>

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

Name and Surname		Designation	
Signature		Date	


Internal Transnet Departmental Questionnaire (For Office Use Only)

Company Trading Name	
Company Registered Name	

TFR	RME	TE	TPT	TPL	NPA	TAU	TP	TCC	TIH	TCP
Create				Amend/ Change		Block			Unblock	
Extend				Delete		Undelete			Non-Trade vendors	

**THE FOLLOWING IS TO BE COMPLETED BY THE TRANSNET REQUESTING/SOURCING DEPARTMENT.
THE FULL SET OF VENDOR RELATED DOCUMENTS MUST THEN BE FORWARDED TO THE
APPROPRIATE VENDOR APPROVAL OFFICIAL FOR APPROVAL**

I hereby certify that the Transnet Procurement Procedure Manual (PPM) / Procurement Mechanisms have in ALL RESPECTS been adhered to and therefore approve the proposed vendor creation/vendor details update

Please indicate whether the Supplier has a contract with sourcing Transnet OD	Yes	No
If yes, please submit a copy of the adjudication document / signed-off comparative schedule		

Transnet Procurement/Sourcing Department Contact Person		Signature	
Contact number		Email	

What is being procured from the supplier?				
i.	Products Only	Yes	No	
ii.	Services Only	Yes	No	
iii.	Labour Only	Yes	No	
iv.	Mix of Products and Services	Yes	No	
v.	Mix of Services and Labour	Yes	No	

If your answer is **YES** to any of the questions ii to v above and the applicant supplier has not submitted a sworn affidavit as per Appendix II, the matter should be further investigated in terms of the Tax Withholding Procedures. Where necessary you may approach your Operating Division's Procurement Department for guidance in this regard. Details of the appropriate Transnet decision-making body such as a Cross Functional Sourcing Team, should be indicated below. **A copy of the signed-off document by the mentioned decision-making body should also be attached.**

Type	Deduct Tax		If Tax should be deducted (Indicate % to be deducted)	Department Responsible for Payment (PROCUREMENT OR *PAYROLL) * IF PAYROLL SHOULD EFFECT PAYMENT, THE DOCUMENTS SHOULD BE FORWARDED TO THEIR OFFICE
	Yes	No		
Service Provider				



Labour broker without IRP30 exemption certificate	Yes	No		
Labour broker with IRP30 exemption certificate	Yes	No		
Personal Service Provider	Yes	No		
Independent Contractor	Yes	No		

None of the above apply, state reason	
If PAYE is to be deducted, please indicate whether the applicant supplier has indicated in writing that it is prepared to comply with Transnet's PAYE conditions. (Please attached a copy of the written communication)	
If the reply is "NO", the vendor application will be regarded as cancelled and another service provider should be sourced.	

Vendor user's Details (EU/Codifier)									
Name		Designation		Date					
Tel No		Fax No		e-Mail					

CERTIFICATION AND APPROVAL OF PROPOSED VENDOR CREATION/VENDOR DETAILS UPDATE BY TRANSNET VENDOR MASTER USERS WITH DELEGATED AUTHORITY.

. I hereby certify that the Transnet Vendor master procedure manual) / Procurement Mechanisms have in ALL RESPECTS been adhered to and therefore approve the proposed vendor creation/vendor/amendment details update

Vendor Approval's Details : MDC/DOA /Procurements/HR,etc									
Name		Designation		Date				Signature	
Tel No		Fax No		e-Mail					



SUPPLIER CONSENT: PROTECTION OF PERSONAL INFORMATION ACT

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. 4 of 2013 "(POPIA"):

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

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

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

3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In completing this Supplier Declaration form, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management including vendor verification on the Central Supplier Database for all organs of state ,contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively

required period, destruction, de-identification , publishing of personal information by Transnet and/or its authorised appointed third parties as well as vendor verification on the CSD as required by

7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this Supplier Declaration Form(physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent, in writing, of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and their identity thereof in terms of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
12. In submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is hereby consenting to the processing of their personal information for the purpose of this Supplier Declaration Form and further confirming that they are aware of their rights in terms of Section 5 of POPIA.

Respondents are required to provide consent below:

YES		NO	
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13. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted to it.

14. The Respondent declares that the personal information submitted for the purpose of this Supplier Declaration Form is complete, accurate, not misleading, is up to date and may be updated where applicable.

Legal Name of Supplier : _____

Company Registration Number / ID Number of Respondent / Supplier: _____

Name of Authorised Representative: _____

Signature of Respondent's authorised representative: _____

Date of Signature: _____

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

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

PART C3: SCOPE OF WORK

Document reference	Title	No of pages
C3.1	<i>Employer's Works Information</i>	17

1. DESCRIPTION OF THE WORKS	4
1.1 Executive overview	4
1.2 Employer's objectives	5
1.3 Interpretation and terminology	5
1.4 Location of the Site and Access	6
1.5 Scope of Service	6
1.6 Deliverables	8
1.7 Technical Requirements	8
2. SERVICE PROVIDER'S BASIC ASSESS	9
2.1 Data to be provided by Client	9
2.2 Scope Exclusions	9
2.3 Further Considerations	9
2.4 Procedure for Submission and Acceptance of the Service Provider's Assessment	10
3. SITE WORK	11
3.1 Health and Safety Facilities on Site	11
3.2 Publicity and Progress Photographs	11
3.3 Service Provider's Equipment	11
3.4 Equipment provided by the Employer	12
3.5 Site Services and Facilities	12
3.6 Safety Induction	12
3.7 Working Permit	12
3.8 Personnel Protection Equipment (PPE)	12
3.9 Right to Stop Work	12
3.10 Incidents and Occurrence	13
4. PROCUREMENT	13
4.1 The Service Provider's Invoices	13
4.2 Payment	13
5. MANAGEMENT AND START UP	14
5.1 Management Meetings	14
5.2 Types of Management Meetings	14

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

5.3 Documentation Control.....	15
5.4 Health & Safety Requirements	15
5.5 Quality Assurance Requirements	16
5.6 Service Provider's management, supervision and key people.....	16
5.7 Insurance provided by the Employer	16
5.8 Contract change management	16
5.9 Programme and Planning	16
5.10 Completion date	16
6. SIGNATURES.....	17

C3.1 Employer's Works Information

1. Description of the *works*

1.1 Executive Overview

Fender systems are an important part of maintaining the structural integrity of berthing infrastructure in ports. The Port of Saldanha uses two types of fender systems, pneumatic fenders and tyre fenders. These fenders are high-value assets and require a high level of reliability. Therefore, they need to be maintained regularly. The Port of Saldanha Maintenance department were relocated from their old workshop located inside the Port due a strategic decision that provided for accommodation of terminal facilities within the Port. Currently there is no dedicated fender maintenance workshop where maintenance can be performed safely and efficiently.

The Port of Saldanha has therefore established a place where the Fender Maintenance Workshop and Storage Area can be built to provide a dedicated facility for the Maintenance department to be able to improve their overall efficiency of the fender maintenance process. The location of the fender maintenance workshop and storage area is the south of Port Control Small Craft Harbour.

A Service Provider was appointed to undertake the feasibility studies, preliminary design, detailed designs and environmental screening of the Fender Maintenance workshop and Storage Area. An environmental screening process was carried out to determine whether or not the proposed development requires an Environmental Authorization according to the Environmental Impact Assessment (EIA) Regulations, of 2014 as amended under the National Environmental Management Act, 1998 (Act No. 107 Of 1998). The recommendation in the environmental screening report indicated that an Environmental Assessment Practitioner (EAP) would need to be appointed to conduct a Basic Assessment (BA) in order to apply for environmental authorization. In addition to the Environmental Assessment Professional (EAP), three specialists will likely have to be appointed during the Basic Assessment (BA) process, namely:

- A marine coastal specialist – in consideration of the location of the site to assess the potential impact on the littoral active zone and general coastal environment.
- A Botanical specialist as the area is partly mapped as CBA 1 and may contain elements of Saldanha Flats Strandveld (EN) and Saldanha Granite Strandveld (EN).
- A heritage specialist as the development will change the character of a site exceeding 5 000 m2 in extent and therefore will trigger the requirement for submission of a Notice of Intent to Develop (NID) to Heritage Western Cape (HWC).

The reason for the Basic Assessment process is that there are some areas within the identified site that are designated Critical Biodiversity Area (CBA) as indicated in Figure 1 below.

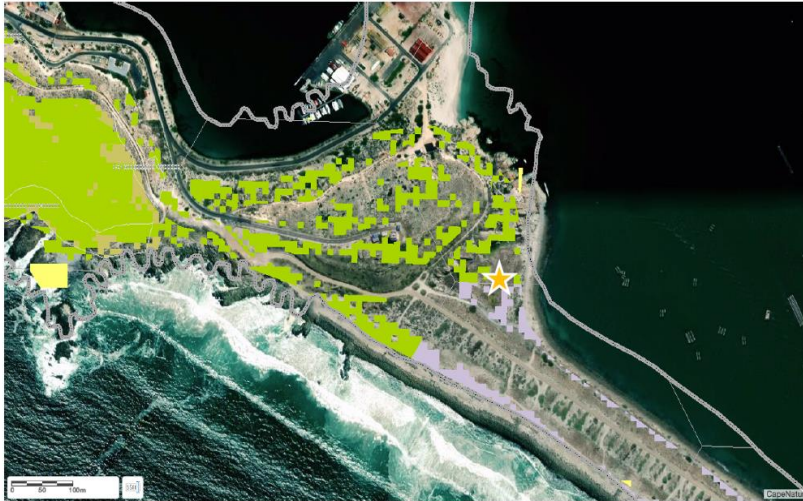


Figure1 : Site sensitivity based on the Western Cape Biodiversity Spatial Plan 2017 indicating Critical Biodiversity Area 1 and (lime green) and Ecological Support Areas 1 (light purple) of the area proposed for the Fender Maintenance and Storage Area. The star indicate the proposed location.

1.2 Employer's Objectives

The Employer's objective is to appoint an Environmental Assessment Practitioner (EAP) to undertake a Basic Assessment (BA) process in order to acquire an Environmental Authorisation (EA) in terms of the Environmental Impact Assessment (EIA) Regulations, of 2014 as amended under the National Environmental Management Act, 1998 (Act No. 107 Of 1998).

1.3 Interpretation and Terminology

The following abbreviations may be contained in this Works Information:

Table 1: List of abbreviations

Abbreviation	Meaning given to the abbreviation
1) PSP	Professional Services Provider
2) CA	Contract Administrator
3) CQA/QCM	Contractor's QA/QC Manager
4) CDR	Contractor Documentation Register
5) CDS	Contractor Documentation Schedule
6) CSHEO	Contractor's Safety Health and Environmental Officer
7) CHSMP	Contractor's Health and Safety Management Plan

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

8) ProjM	Project Manager
9) ProjEM	Project Environmental Manager
10) ProjEO	Project Environmental Officer
11) QA	Quality Assurance
12) SANS	South African National Standards
13) SES	Standard Environmental Specification
14) SHE	Safety, Health and Environment
15) TNPA	Transnet National Ports Authority
16) DEA	Department of Environmental Affairs
17) EA	Environmental authorization
18) ECO	Environmental control officer
19) EIA	Environmental impact assessment
20) BA	Basic Assessment
21) BAR	Basic Assessment Report
22) CA	Competent Authority
23) CBA	Critical Biodiversity Area

1.4 Location of the Site and Access

The site is located at the Port of Saldanha which is situated in the Western Cape Province of South Africa and falls within the boundaries of the West Coast District and Saldanha Bay Local Municipalities. The Port of Saldanha is situated along the West Coast of South Africa, 145km northwest of Cape Town. Only one preferred site is being considered at this stage and is located on the eastern side of the port control hill in close proximity to the Saldanha Small Craft Harbour. This site is located on an area that has historically been reclaimed as part of the construction of the man-made breakwater which linked Hoedjies Point (Port Control hill) to Marcus Island (at the end of the breakwater). The breakwater was constructed in the mid 1970's. As part of the breakwater works, the granite outcrops still visible on part of the site were quarried and consequently the majority of the site is expected to consist of infill with some granite outcrops.

In general, the site can be described as a partially vegetated with evidence of salt loving vegetation in the low-lying areas of the site where water accumulates. There are also Alien invasive plant species on the site, specifically Acacia Cyclops (Rooikrans). Given that this area was established through reclamation more than 45 years ago, it's clear that elements from the

surrounding vegetation, Saldanha Granite Strandveld has established itself and partially rehabilitated the site (note no specific plant sampling or identification was undertaken).

The Project Manager will arrange for the issuing of Security permits to all individuals that will be carrying out the assessment. SHE induction for access to the small craft harbour is compulsory and the Site Access Certificate will not be granted without an approved SHE File.

1.5 Scope of Services

An environmental screening was carried out by the Service Provider that was appointed to undertake the design for the Fender Maintenance Workshop and Storage Area. An environmental screening was done to determine whether or not the proposed development requires an Environmental Authorization according to the Environmental Impact Assessment (EIA) Regulations, of 2014 as amended under the National Environmental Management Act, 1998 (Act No. 107 Of 1998). The recommendation in the report indicated that an Environmental Assessment Practitioner (EAP) would need to be appointed to conduct a Basic Assessment (BA) in order to apply for Environmental Authorization.

The Service Provider shall be responsible for overall project management to ensure that activities are undertaken within the required timeframes for completion, that services and reports are of good quality and that all deliverables as set out are met. The Service Provider will manage the Basic Assessment process, including specialists' involvement and compilation of the Environmental Management Programme.

The scope of works required by the Service Provider, comprises of, but is not limited to the following:

- 1.5.1. Initiate application process and conduct the Basic Assessment process for the proposed project in accordance with the provisions of the EIA Regulations 2014, as amended.
- 1.5.2. Initiate a public participation process (PPP) as per Chapter 6 of the EIA Regulations, which includes inviting key stakeholders and Interested and Affected Parties (IAPs), record their concerns and comments and informing them of the availability of reports and approvals.
- 1.5.3. Advertise the application;
- 1.5.4. Compile a detailed Background Information Document (BID) for the proposed project,
- 1.5.5. Appoint Marine coastal, Botanical and heritage specialists to undertake BA process. Appoint any additional Specialists that may be required for the proposed project. The specialist studies must be budgeted for by the EAP and priced for in this tender submission.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

- 1.5.6. Ensure that all related permits or licenses, applicable to the proposed project are obtained as part of the Environmental Authorisation process;
- 1.5.7. Compile an Environmental Management Plan (EMP) for the proposed project;
- 1.5.8. Manage appeals process in the event that appeals are lodged with the Minister.

The Project Management tasks required by the Service Provider, will include but not necessarily be limited to the following main activities:

- 1.5.9. Review and understand existing project data and information;
- 1.5.10. Identify project information gaps and list information requirements;
- 1.5.11. Compile project plan and schedule;
- 1.5.12. Co-ordinate project meetings, including taking and drafting of meeting minutes;
- 1.5.13. Liaise and consult with the competent authority and other government departments that are relevant to the Project throughout the BA process.
- 1.5.14. Arrange and conduct site visits with the TNPA, Competent Authorities and Specialists, if required;
- 1.5.15. Appointment and management of specialists for any specialist studies required;
- 1.5.16. Appropriate distribution of all reports and documentation in compliance with the Regulations and as required by TNPA and the Competent Authority;
- 1.5.17. Submit monthly project progress reports and cash flows to TNPA.

1.6 Deliverables

- 1.6.1. The main deliverables will include but not necessarily be limited to the following:
 - a) One (1) colour hard copy of the full BAR report with all supporting specialist studies and reports annexed;
 - b) Electronic copies of the report in Microsoft Word and in Adobe PDF format;
 - c) All maps produced at various scales in digital format;
 - d) All presentations in PowerPoint format and/or other materials presented during all stages of the project;
 - e) Electronic copies of all agendas, minutes and attendance registers pertaining to the project;

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

f) The final report shall be supplied, on a disc in the formats specified above inclusive of photographs in Jpeg (.jpg) format and maps in Place able Windows metafile Format (.wmf). All data e.g. photographs, graphic displays and maps should be in an editable jpeg format for translation and printing purposes;

g) The final report shall be proofread and copy edited by the service provider.

h) The Service Provider to conduct a formal Presentation of the findings to TNPA.

1.7 Technical Requirements

The Service Provider in the provision of services shall observe all relevant statutes, by-laws and associated, Regulations, applicable standards published by the South African Bureau of Standards, the International Organization for Standardisation or learned societies and standards of professional conduct, and "best Practice", as laid down, or recommended, by their respective professional associations.

2. Service Provider's Basic Assessment

2.1 Data to be provided by Employer

2.1.1. Transnet National Ports Authority (TNPA) will provide all relevant documentation required to provide the services outlined above. These documents include, but are not limited to:

- Scope of Service (C3)
- Site Information (C4)
- Environmental screening report (to be provided to the successful tenderer)
- Historical Reports and Data (to be provided to the successful tenderer)

2.1.2. In the case where the information presented to the Service Provider is copyright to the Employer, the Employer grants permission to the Service Provider to use such information solely for the purpose of the works.

2.2 Scope Exclusions

2.2.1 The scope of services is specifically to obtain Environmental Authorisation for the works at the Fender Maintenance Workshop and Storage Area. All other areas of the Port are excluded from the service provider scope. While the other areas are not included, the interdependence of the project's completion should be noted. The Fender Maintenance Workshop and Storage Area was proposed for development in three locations. The area behind the Port control was chosen as the best option. The feasibility studies report will be shared with the winning bidder in order to obtain detailed information.

2.3 Further Considerations

This section covers the constraints, limitations, assumptions

2.3.1. Constraints:

The service provider should take into consideration the constraints due to the isolated nature of the site. The terrain is uneven and there are no services at the site. Care should be taken that the work performed during the studies do not negatively influence the aquaculture farms on the water side of the site. Additionally, the Small Craft Harbour Precinct is located in an area that is access controlled by the Department of Environment, Forestry and Fisheries which charges an access fee for access to the area.

2.3.2. Limitations:

The limits for this study are as follows:

- The designs of the fender maintenance workshop and storage area has been completed.
- The scope of the works is restricted to the Basic Assessment process including Environmental Management Programme.

2.3.3 Assumptions

The information provided on the environmental screening report is sufficient.

2.4 Procedure for Submission and Acceptance of the Service Provider's Assessment

2.4.1. The Service Provider's documentation shall be issued to the Project Manager under cover of the Service Provider's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Service Provider's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

2.4.2. The Service Provider shall deliver both hard copies and electronic media copies to the Project Manager at the address stated within the Scope of Service. Transnet National Ports Authority, Contract Number: Description of the Services: Appointment of Environmental Assessment Practitioner for Fender Maintenance workshop and storage area – Port of Saldanha Page 12 of 19 NEC 3 Contract Part C3: Scope of Services

2.4.3. Acceptance of documentation by the Project Manager will in no way relieve the Service Provider of his responsibility for the correctness of information, or conformance with his obligation to provide the Works. This obligation rests solely with the Service Provider.

2.4.4. After review, a copy of the original reviewed/marked-up drawing/document, with the Project Manager's consolidated comments and document status marked on the Service Provider Review

Label, is scanned and the hard copy shall be returned to the Service Provider under cover of the project's Transmittal Note for revision or re-submittal as instructed.

- 2.4.5. The Service Provider shall allow the Project Manager, two (2) weeks to review and respond to the Service Provider's submission of their documentation, i.e. from time of receipt by the project to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the Project Manager with prior notification in writing by the Service Provider.
- 2.4.6. On receipt of the reviewed documentation the Service Provider shall make any modifications requested/marked-up and resubmit the revised documentation to the Project Manager within two (2) weeks. Queries regarding comments/changes should be addressed with the Project Manager prior to re-submittal.
- 2.4.7. Any re-submittals, which have not included the changes/comments identified, will be returned to the Service Provider to be corrected. The Service Provider shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within two (2) working days of receipt of the marked-up document.

3. Site Work

3.1 Health and Safety Facilities on Site

- 3.1.1. All health and safety matters associated with the Works shall be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Transnet National Ports Authority Health.
- 3.1.2. The Service Provider shall prepare, implement and administer the Service Provider's Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- 3.1.3. The Service Provider must prepare and submit the occupational health & safety file to the Project Manager for acceptance. The Project Manager will then submit the occupational health & safety file to the SHE Department for approval before the commencement of the works.
- 3.1.4. Pre-employment medical examinations will be required. These medical examinations must be carried out by a registered Occupational Health practitioner. All costs associated will be for the Service Provider's account.
- 3.1.5. The Service Provider ensures that it's Sub-Service Providers comply with the requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993).

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

- 3.1.6. The Service Provider performs the works within the Site in accordance with the Service Provider's Health and Safety Management Plan (CHSMP).

3.2 Publicity and Progress Photographs

- 3.2.1. The Service Provider does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the Project Manager.
- 3.2.2. The Service Provider obtains the permission and approval of the Project Manager before erecting any notice boards or using the details of the contract in any advertising media.

3.3 Service Provider's Equipment

- 3.3.1. The Service Provider keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times.
- 3.3.2. All Equipment used by the Service Provider on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operator's qualifications and medical records.
- 3.3.3. The Service Provider complies with the following:
- a) The Service Provider shall submit a comprehensive list of Equipment, intended for use on this contract.
 - b) The use of all such Equipment shall be subject to approval by the Project Manager, though such approval shall not relieve the Service Provider of any of their responsibilities under the contract.

3.4 Equipment provided by the Employer

- 3.4.1. No Equipment will be provided by the Employer.

3.5 Site Services and Facilities

- 3.5.1. No facilities will be provided by the Employer. The Service Provider may, however, make arrangements with the relevant Transnet personnel to make use of ablution facilities near the site.

3.6 Safety Induction

- 3.6.1. Prior to gaining access to the TNPA sites, each individual shall attend a TNPA Safety Induction. The intention of the induction is to provide the individual workers with an overview of the Ports specific safety programs rules, inherent risk and procedures.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

3.7 Working Permit

Hazardous Work Permit is required for:

- Any operation or task that has the potential to generate an ignition source
- Any confined space entries including tanks, vessels and sewers and,
- Excavations.
- Working at heights

3.8 Personnel Protection Equipment (PPE)

The following is to be worn as a minimum on site:

- Hard hats
- Safety shoes
- Life jacket when within 2 meters of water's edge
- Overalls which shall be highly visible with reflective bands on the arms and legs or reflective vests with company logo or name to be boldly displayed.

3.9 Right to Stop Work

3.9.1 TNPA representatives or its designated representatives shall have the right to prohibit commencement of work or to stop any activity in progress if the equipment, machinery, personnel or work conditions are considered at TNPA's discretion to be unsafe or not to be in compliance with any applicable rules, regulations and procedures in TNPA.

3.9.2 Stoppage of the work shall be at Service Provider expense until Service Provider has satisfactorily rectified such defects and unsafe conditions. In the event of serious or repeated infringements, TNPA may terminate the contract without compensation.

3.10 Incidents and Occurrence

3.10.1 Every person who becomes aware of any unsafe or abnormal condition that could lead to or has led to an incident shall report it immediately to the person's supervisor as well as TNPA. Any injury shall immediately be reported to the person's supervisor as well as TNPA. This shall also apply to any other type of medical or sickness problems that occur. All incidents or potential incidents are also to be reported to TNPA.

4. Procurement

4.1 The Service Provider's Invoices

The Service Provider complies with the Employer's procedure for invoice submission.

The invoice must correspond to the Project Manager's assessment of the amount due to the Service Provider as stated in the payment certificate. The invoice states the following:

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

- Invoice number.
- The Contract number.

Where applicable the invoice contains the following supporting detail:

- A statement of invoices,
- The amount paid to date,
- Summary of progress covered by invoice

The invoice is presented as an original.

4.2 Payment

The Assessment date for work performed will be within one week of the fifteenth (15th) of each month. The Service Provider shall provide the Project Manager with a payment certificate stating the work performed to date, the amount claimed in the certificate and the amount remaining, on or before the fifteenth of each month.

The payment certificate shall only contain work performed up to the fifteenth (15th) of the month.

The Project Manager shall assess the claim and provide the Service Provider with feedback within one day of the assessment. Should the Project Manager reject the claim, he will provide reasons for the rejection and the Service Provider shall provide an amended payment certificate within two (2) days.

The Service Provider shall provide the Project Manager with an invoice, based on the approved payment certificate, within one day of approval of the payment certificate.

5. Management and Start Up

5.1 Management Meetings

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

5.2 Types of Management meetings

Regular meetings of a general nature may be convened and chaired by the Project Manager or his delegated representative as follows:

Table 2: Meetings

No	Title and purpose	Approximate intervals	Location	Attendance by:
1	Risk register and compensation events	When the risk occurs	Employers Office	Project Manager (and appropriate delegates), and Professional Team (appropriate key persons)
2	Overall contract progress and feedback	Monthly. Day and time to be agreed.	Employers Office	Employer, Professional Team, and Service Provider (appropriate key persons)
3	Technical meetings	2 weeks. Day and time to be agreed.	Employers Office	Employer, Professional Team, and Service Provider (appropriate key persons)

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

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

The Professional Services Provider attends management meetings at the Project Manager's request as set out in table 2. At these meetings the Professional Services Provider presents all relevant data including safety, health and environmental issues, progress reports, quality plans, subcontractor management reports, as may be required.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

5.3 Documentation control

All contract correspondence shall be issued through Project Manager. All hardcopy communication will be delivered to the Project Manager's office. In the event of urgent communication, electronic communication can be transmitted to the Project Manager.

Project Management Office filing system will be utilized, any document will be delivered via document control with a proof of transmittal.

Copies of all correspondence such as environmental study report, contracts and agreements, data sheets, minutes of meetings, PM instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder by Doc Controller.

A document register will also be developed to capture incoming and outgoing documents.

All documents issued to 3rd Party contractors and to the Employer must be submitted through the Employer's Document Control Department.

5.4 Health & Safety Requirements

The Service Provider shall comply with all applicable health, safety laws and regulations pertaining to safety, health, environment protection, fire protection and security, which are applicable to the location where the activity is being carried out. The Service Provider shall also comply at all times with the requirements as set forth by TNPA Policies, Rules and Regulations, written instructions and all requirements stipulated in the contract. The Service Provider must demonstrate adequate levels of insurance for worker's compensation and general liability, recovery measures related to or arising out of the performance of the contract in order to protect the work, the personnel and property of Transnet National Ports Authority, PSP, sub-contractor, all third parties and public from the hazards and risks associated with the planning and execution of work.

The Service Provider must disclose to the TNPA, if they are going to contract with a sub-contractor to perform any of the work. The agreement will also cover a site-specific health and safety plan for the contracted work. Any contract terms and conditions agreed to with the Service Provider will also apply to sub contracted individuals and companies.

5.5 Quality assurance requirements

The onus rests on the Service Provider to produce work which will conform in quality and accuracy of detail to the requirements of the activities to be undertaken.

Quality control will be managed as per the Service Provider's internal quality control procedures and any additional quality control requirements that may be stipulated in this document.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA SLD343/06/2021

DESCRIPTION OF THE SERVICES: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

5.6 Service Provider's management, supervision and key people

The Service Provider shall provide an organizational structure showing key personnel and specialists and their lines of authority and communication.

5.7 Insurance provided by the Employer

5.7.1 Procedures for making insurance claims can be obtained from the Employer's Agent.

5.8 Contract change management

5.8.1. The standard reporting forms that shall be used will be provided to the Service Provider.

5.9 Programme and Planning

The Service Provider shall provide a programme on how they intend to execute the study. All programmes must be in a hard copy and soft copy format and must be signed by the Service Provider's appointed representative. The Service Provider shall indicate in the tender the time they will require to complete the work, however this time should not exceed twelve (12) months. The milestones for the study should be used as a guideline on how work will be measured. The service provider to shows the following activities/details/items on his first programme, and all subsequently revised programmes submitted to the Project Manager for acceptance:

- Start date and end date
- Logic linking
- Calendar
- TRA (time risk allowance.
- Critical path
- Resource loading (optional)
- Cost loading (optional)
- Software (Primavera or Microsoft project)
- To refrain from using constraint.

5.10 Completion Date

5.10.1 The works will not be accepted by the TNPA Project Manager as complete unless all activities are completed. The duration of the contract is 12 months, after the award of contract. The first two week must be allowed for SHE inductions and permit.



Activity Schedule

Item No.	Description	Unit	Quantity	Rate	Total
C2.2 Activity Schedule					
<u>Appoint EAP Consultant for the following deliverables:-</u>					
A.1	<u>Environmental Assessment Practitioner to conduct BA Process and Specialist studies</u>				
A1.1	Appoint a Marine Coastal specialist ,Botanical specialist and Heritage specialist	Sum	1	R	-
A1.2	Disburstments : Meetings , Site Visit etc	Sum	1	R	-
A1.3	<i>Notice of Intent" to the competent authority. Pre-application meeting competent authority.</i>	Sum	1	R	-
A1.4	<i>Compile Pre-Application Basic Assessment Report (BAR) & EMPr. Undertake specialist studies.</i>	Sum	1	R	-
A1.5	<i>Circulate Pre-Application BAR & EMPr for a 30 day public comment (include specialist studies).</i>	Sum	1	R	-
A1.6	<i>Revise Pre-Application BAR & EMPr.</i>	Sum	1	R	-
A1.7	<i>Submit Application form to competent authority. Submit Draft BAR & EMPr for a 30 day public comment</i>	Sum	1	R	-
A1.8	Revise & submit Final BAR & EMPr to competent authority for decisionmaking	Sum	1	R	-
A1.9	Competent authority decision-making period for making a decision on the BAR.	Sum	1	R	-
A1.10	<i>Notify I&APs of decision.</i>	Sum	1	R	-
A1.11	<i>Compile Environmental Management Plan</i>	Sum	1	R	-
				R	-
	Allow 20% Contingency	Sum	1	R	-
A1.12	Provisional item				
A1.12.1	Additional Specialist	Sum	1	R	-
A1.12.2	Appeal Period	Sum	1	R	-
				R	-
				R	-

NEC3 Professional Services Contract

entered into by and between

Transnet SOC Ltd

Registration Number 1990/000900/30

(hereinafter referred to as the "*Employer*")

and

.....

Registration Number.Company Registration Number

(hereinafter referred to as the "*Consultant*")

Contract Number **TNPA SLD343/06/2021**

Contract Name

TRANSNET NATIONAL PORTS AUTHORITY
CONTRACT NUMBER: TNPA SLD343/06/2021
CONTRACT: DESCRIPTION OF THE SERVICES]: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT
PRACTITIONER (EAP) TO UNDERTAKE BASIC ASSESSMENT FOR THE FENDER MAINTENANCE WORKSHOP
AND STORAGE AREA (PHASE1) IN THE PORT OF SALDANHA FOR A PERIOD OF TWELVE (12) MONTHS

CONTRACT DOCUMENTS

Form of Offer and Acceptance

Contract Data

Part One – Data provided by the *Employer*

Part Two – Data provided by the *Consultant*

Conditions of Contract (3rd Edition – available separately)

Pricing Data

Scope of Services

Site Information

Appendices

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:

APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER (EAP) TO UNDERTAKE BASIC ASSESSMENT FOR THE FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1) IN THE PORT OF SALDANHA

The tenderer, identified in the Offer signature block, has

examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the tenderer offers to perform all of the obligations and liabilities of the NEC3 PSC *Consultant* under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the *conditions of contract* identified in the Contract Data.

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

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *NEC3 PSC Consultant* in the *conditions of contract* identified in the Contract Data.



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Signature(s)

Name(s)

Capacity

for the
tenderer:

Name &
signature of
witness

Date



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 *Consultant* 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 Services

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 and *conditions of contract* of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award of contract. Unless the tenderer (now the *NEC3 PSC Consultant*) 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.



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Signature(s)

Name(s)

Capacity

for the
Employer:

Transnet SOC (Ltd)

Name &
signature of
witness

Date

Schedule of Deviations

No.	Subject	Details
1
2
3
4
5
6
7

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.



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For the *tenderer*:

For the *Employer*

Signature

Name

Capacity

On behalf
of

Transnet SOC (Ltd)

Name &
signature
of witness

Date



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
	dispute resolution Option	A: Priced contract with activity schedule
	and secondary Options	W1: Dispute resolution procedure
		X2 Changes in the law
		X7: Delay damages
		X9: Transfer of rights
		X10 <i>Employer's Agent</i>
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is (Name):	Transnet SOC Ltd
	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein JOHANNESBURG 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority Bayvue Drive Marine Drive Saldanha 7395
11.2(9)	The <i>services</i> are	Appointment of Environmental Assessment Practitioner (EAP) to undertake Basic Assessment for the Fender Maintenance Workshop and Storage Area (Phase1) in the Port of Saldanha

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11.2(10)	The following matters will be included in the Risk Register	N/A		
11.2(11)	The Scope is in	Part C3.1: The Scope of the Contract Document		
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.		
13.1	The <i>language of this contract</i> is	English		
13.3	The <i>period for reply</i> is	2 (two) weeks		
13.6	The <i>period for retention</i> is	N/A		
2	The Parties' main responsibilities			
25.2	The <i>Employer</i> provides access to the following persons, places and things	access to		access date
		1	Access to site	When the contractor's SHE file has been approved,
3	Time			
31.2	The <i>starting date</i> is	01 March 2022		
11.2(3)	The <i>completion date</i> for the whole of the services is	28 February 2023		
11.2(6)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met		key date
		1	Submission of SHE file	One week after the Purchase order
31.1	The <i>Consultant</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.		
32.2	The <i>Consultant</i> submits revised programmes at intervals no longer than	2(two) weeks.		
4	Quality			
40.2	The quality policy statement and quality plan are provided within	2 (two) weeks of the Contract Date.		
41.1	The <i>defects date</i> is	52 weeks after Completion of the whole of the services.		
5	Payment			
50.1	The <i>assessment interval</i> is on the	15 th day of each successive month.		



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50.3	The <i>expenses</i> stated by the <i>Employer</i> are	Item	Amount
		Economy air fares	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Car hire not exceeding group B	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
		Accommodation	Charged at proven costs strictly on limits as set out in National Treasury Instructions as amended from time to time.
51.1	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	
51.2	The <i>currency of this contract</i> is the	South African Rand (ZAR).	
51.5	The <i>interest rate</i> is	The prime lending rate of the Standard Bank of South Africa.	
6	Compensation events	No additional data required for this section of the <i>conditions of contract</i> .	
7	Rights to material	No additional data required for this section of the <i>conditions of contract</i> .	
8	Indemnity, insurance and liability		
81.1	The amounts of insurance and the periods for which the <i>Consultant</i> maintains insurance are		
	Event	Cover	Period following Completion of the whole of the services or earlier termination
	failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	Professional Indemnity insurance for not less than R10 000 000.00 (Ten Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks



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death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*

General Third-Party Liability Insurance for all amounts falling within the excess of the policy, currently R50 000.00 (Fifty Thousand Rand) each and every claim, and/or for all amounts in excess of the policy limits as detailed in the policy document or whatever the *Consultant* deems desirable in respect of each claim, without limit to the number of claims **0 Weeks**

death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Consultant* arising out of and in connection with this contract for any one event is that which is prescribed by the Compensation for Occupation Injuries and Diseases Act No. 130 of 1993 as amended. **0 Weeks**

Motor Vehicle Liability Insurance

Comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity for an amount of not less than R 10 000 000.00

81.1 The *Employer* provides the following insurances

Professional Indemnity insurance in respect of failure of the *Consultant* to use the skill and care normally used by Professionals providing services similar to the services

General Third Party Liability cover in respect of death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant*



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CONTRACT NUMBER: TNPA SLD343/06/2021

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82.1	The <i>Consultant's</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	<i>For all matters covered under the Employer's Professional Indemnity (PI) and General Third Party Liability policies, the Consultant's liability will be limited to the excesses applicable under the Employer's Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R5 000 000.00 (Five Million Rand) PI and R50 000.00 (Fifty Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the Employer's Professional Indemnity and General Third Party Liability policies the Consultants liability will be limited to the final total of the Prices.</i>
9	Termination	No additional data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with activity schedule	
21.3	The <i>Consultant</i> prepares forecasts of the total of the <i>expenses</i> at intervals of no longer than	4 weeks. But invoices to be given to the PM every 15th day of the month
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree to an <i>Adjudicator</i> as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators (Southern Africa) will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is:	the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The latest addition of the South African 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	
	<ul style="list-style-type: none"> • if the Parties cannot agree a choice or • if the <i>arbitration procedure</i> does not state who selects an arbitrator, is 	The Chairman of the Association of Arbitrators (Southern Africa)
X2	Changes in the law	

X2.1	The <i>law of the project</i> is	South Africa.
X7	Delay damages	
X7.1	Delay damages for late Completion of the whole of the <i>services</i> are	3,600 per day
X9	Transfer of rights	The <i>Employer</i> owns the <i>Consultant</i> rights over any of the material whatsoever prepared for the Services of this Contract by the <i>Consultant</i>. The <i>Consultant</i> provides on request by the <i>Employer's Agent</i>, all documentation in whatever form as required (native's, PDF's, CD's, etc) and all other material items which transfer these rights to the <i>Employer</i>.
X10	The <i>Employer's Agent</i>	
X10.1	The <i>Employer's Agent</i> is	
	Name:	Malebo Nooi
	Address	Bayvue Centre Marine Drive Saldanha 7395
	The authority of the <i>Employer's Agent</i> is	Fully empowered to act on behalf of the <i>Employer</i> for the services covered by the contract.
X18	Limitation of liability	
X18.1	The <i>Consultant's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil
X18.2	The <i>Consultant's</i> liability to the <i>Employer</i> for Defects that are not found until after the <i>defects date</i> is limited to:	The cost of correcting the defect (The Total of the Prices)
X18.3	The <i>end of liability date</i> is	2 (Two) years after Completion of the whole of the <i>services</i>.
Z	Additional conditions of contract	
	The <i>additional conditions of contract</i> are	
Z1	Obligations in respect of Joint Venture Agreements	



Z1.1	<p>Insert the additional core clause 21.5</p> <p>21.5.1 In the instance that the <i>Consultant</i> is a joint venture, the <i>Consultant</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract <i>starting date</i>. The Joint Venture agreement shall contain but not be limited to the following:</p> <ul style="list-style-type: none"> • A brief description of the Contract and the Deliverables. • The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture. • The constituents' interests. • A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents. • Details of an internal dispute resolution procedure. <p>• Written confirmation by all of the constituents:</p> <ol style="list-style-type: none"> i. of their joint and several liability to the <i>Employer</i> to Provide the <i>services</i>. ii. proof of separate bank account/s in the name of the joint venture. iii. identification of the leader in the joint venture confirming the authority of the leader to bind the joint venture through the <i>Consultant's</i> representative. iv. Identification of the roles and responsibilities of the constituents to provide the <i>services</i>. <p>• Financial requirements for the Joint Venture:</p> <ol style="list-style-type: none"> i. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time. ii. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture
Z1.2	<p>Insert additional core clause 21.6</p> <p>21.6. The <i>Consultant</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
Z2	Additional obligations in respect of Termination



Z2.1	<p>The following will be included under core clause 90.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> commenced business rescue proceedings repudiated this Contract
Z2.2	<p><i>Clause 90.5 is added as an additional clause</i> Where all or part of the Services are suspended for a period of six months or more either party may terminate the Contract by notifying the other.</p>
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA
Z3.1	<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Consultant</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 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. 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. 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.
Z4	Additional Clause Relating to the <i>Employer's</i> rights to take appropriate action

Z4.1	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Any declared, exposed or confirmed tender rigging.
Z4.1.1		The <i>Consultant</i> further undertakes: not to give or cause any offer, payment, consideration, or benefit of any kind, which constitutes or could be construed as an illegal or corrupt practice, either directly or indirectly, as an inducement or reward for the award or in execution of this contract.
Z 4.1.2		To comply with all laws, regulations or policies relating to the prevention and combating of bribery, corruption and money laundering to which it or the <i>Employer</i> is subject, including but not limited to the Prevention and Combating of Corrupt Activities Act, 12 of 2004.
Z4.1.3		The <i>Consultant's</i> breach of this clause constitutes grounds for terminating the <i>Consultant's</i> obligation to Provide the Services or taking any other action as appropriate against the <i>Consultant</i> (including civil or criminal action). However, lawful inducements and rewards shall not constitute grounds for termination.
Z4.1.4		If the <i>Consultant</i> is found guilty by a competent court, administrative or regulatory body of participating in illegal or corrupt practices, including but not limited to the making of offers (directly or indirectly), payments, gifts, gratuity, commission or benefits of any kind, which are in any way whatsoever in connection with the contract with the <i>Employer</i> , the <i>Employer</i> shall be entitled to terminate the contract forthwith and take any other action as appropriate against the <i>Consultant</i> (including civil or criminal action).
Z4.2	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Politically Exposed Persons including any allegations with regards to State Capture.
Z4.3	The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to:	Blacklisting by any State Entity on the National Treasury database.
Z5	Protection of Personal Information Act	



Z5.1	The <i>Employer</i> and the <i>Consultant</i> are required to process information obtained for the duration of the Contract in a manner that is aligned to the Protection of Personal Information Act.
Z6	Time
Z6.1	<p>Clause 33.2. is added as an additional clause.</p> <p>The <i>Employer</i> may at any time suspend part or all of the <i>services</i>. As a consequence, if the <i>Consultant</i> is required to demobilise and then remobilise its staff and equipment, the <i>Consultant</i> will be reimbursed at cost. The <i>Consultant</i> will be required to reduce and mitigate all its costs during the period of suspension and will be entitled to compensation only to the extent that it can demonstrate it has incurred costs which were not capable of being mitigated.</p>
Z7	Compensation Events
Z7.1	Clause 61.4: The first bullet point is amended to read as follows: arises from the fault, error, negligence or default of the <i>Consultant</i> .
Z8	Limitation of liability
Z8.1	<p>Add to core clause 82.1 and X18</p> <p>For the avoidance of doubt the parties expressly agree that the total liability of the <i>Consultant</i> to the <i>Employer</i> applies jointly and severally across all organisations comprising of the <i>Consultant</i>.</p>
Z9	Additional clauses relating to cession of rights
Z9.1	The <i>Consultant</i> shall not cede any rights under this contract without the approval of the <i>Employer</i> .
Z9.2	The <i>Employer</i> may on written notice to the <i>Consultant</i> cede and assign its rights and obligations under this contract to any of its subsidiaries or any of its present divisions or operations which may be converted into separate legal entities as a result of the restructuring of the <i>Employer</i> .
Z10	Additional clauses relating to interpretation of the law
Z10.1	Add to core clause 12.3 Any extension, concession, waiver or relaxation of any action by the Parties, the <i>Employers' Agent</i> or <i>Adjudicator</i> does not constitute a waiver of rights and does not give rise to an Estoppel or Lien, unless the Parties agree otherwise and confirm such an agreement in writing.



Z11 ***Employer's Step in rights***

- | | |
|-------|--|
| Z11.1 | If the <i>Consultant</i> defaults by failing to comply with his obligations and fails to remedy such default within 2 weeks of the notification of the default by the <i>Employer's Agent</i> , the <i>Employer</i> , without prejudice to his other rights, powers and remedies under the contract, may remedy the default either himself or procure a third party (including any <i>sub-consultant</i> or supplier of the <i>Consultant</i>) to do so on his behalf. The reasonable costs of such remedial works shall be borne by the <i>Consultant</i> . |
| Z11.2 | The <i>Consultant</i> co-operates with the <i>Employer</i> and facilitates and permits the use of all required information, materials and other matter (including but not limited to documents and all other drawings, CAD materials, data, software, models, plans, designs, programs, diagrams, evaluations, materials, specifications, schedules, reports, calculations, manuals or other documents or recorded information (electronic or otherwise) which have been or are at any time prepared by or on behalf of the <i>Consultant</i> under the contract or otherwise for and/or in connection with any subsequent works) and generally does all things required by the <i>Employers' Agent</i> to achieve this end. |
-

Z.12 **Consultant to be registered with Central Supplier Database (CSD)**

- | | |
|-------|--|
| Z12.1 | <p>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:</p> <p>Supplier Number..... and Unique registration reference number.....</p> |
|-------|--|
-



C1.2 Contract Data

Part two - Data provided by the *Consultant*

The tendering consultant is advised to read both the NEC3 Professional Services Contract (April 2013) and the relevant parts of its Guidance Notes (PSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 151 to 159 of the PSC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>Consultant</i> is (Name): Address Tel No. Fax No.	
22.1	The <i>Consultant's</i> key persons are: 1 Name: Job: Responsibilities: Qualifications: Experience: 2 Name: Job Responsibilities: Qualifications: Experience:	
Info.		CV's (and further <i>key persons</i> data including CVs) are appended to Tender Schedule entitled.....
11.2(3)	The <i>completion date</i> for the whole of the services is	
11.2(10)	The following matters will be included in the Risk Register	
11.2(13)	The <i>staff rates</i> are:	name/designation rate

TRANSNET NATIONAL PORTS AUTHORITY
 CONTRACT NUMBER: TNPA SLD343/06/2021
 CONTRACT: DESCRIPTION OF THE SERVICES]: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT
 PRACTITIONER (EAP) TO UNDERTAKE BASIC ASSESSMENT FOR THE FENDER MAINTENANCE WORKSHOP
 AND STORAGE AREA (PHASE1) IN THE PORT OF SALDANHA FOR A PERIOD OF TWELVE (12) MONTHS

25.2	The <i>Employer</i> provides access to the following persons, places and things	access to	access date
		1	
		2	
		3	

31.1	The programme identified in the Contract Data is
------	--

50.3	The <i>expenses</i> stated by the <i>Consultant</i> are	item	amount
------	---	-------------	---------------

A	Priced contract with activity schedule
11.2(14)	The <i>activity schedule</i> is in
11.2(18)	The tendered total of the Prices is
(in figures)
(in words),
	excluding VAT

Safety, Health & Environmental (SHE) Specification for:

PROJECT DESCRIPTION: APPOINTMENT OF ENVIRONMENTAL ASSESSMENT PRACTITIONER FOR FENDER MAINTENANCE WORKSHOP AND STORAGE AREA (PHASE1), PORT OF SALDANHA

ISSUED: APRIL 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	TNPA	10
5.3.2	The Contractor shall	10
5.3.3	Other Requirements	10
5.4	Review of Risk Assessment	12
5.5	Safe Operating/ Work Procedures	12
6.	Occupational Health and Safety Management.....	12
6.1.2	Standard setting	12
6.1.3	Communication and cooperation	12
6.1.5	Information and training for people on site	13
6.1.6	Welfare	13
6.1.7	Site rules	13
6.1.8	Emergency procedures	13
6.1.9	Reporting of incident information	13
6.2	Structure and Organisation of SHE Responsibilities	14
6.2.1	Overall Supervision and Responsibility for SHE	14
6.2.2	Further (Specific) Supervision Responsibilities for SHE	14
7.	Safety, Health and Environmental File.....	15
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 **Appointment of Environmental Assessment Practitioner for Fender Maintenance Workshop and Storage Area (Phase1), Port of Saldanha**

CONTEXT

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

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

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

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

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

3. Abbreviations and Definitions

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

“Purpose of the Act” –

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

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

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

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

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

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

“Letter of Good standing” – means a letter of good standing is the registration certificate issued by the workman’s compensation fund or any other licensed insurer when the insured has complied with all the requirements of the insurer and the requirements of the act.

The certificate will reflect the -

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

The certificate will be issued without any alterations.

No contractor may do any work for TNPA without a valid letter of good standing.

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

“OHS” means Occupational Health and Safety

“Section 37(2) Agreement” – means

- This document is a legal agreement in terms of section 37(2) of the Occupational Health and Safety Act. The agreement is between the clients (Transnet National Ports Authority) and the contractor.
- The agreement will confirm that the appointed person of any company will remain responsible and accountable for his own employees, including any labour hire employees.
- Have the agreement form completed and signed by the chief executive officer of your company as soon as possible and return it to the relevant project manager for his signature.
- The relevant project manager will sign the agreement on behalf of the client.

“SHE” - means Safety Health and Environment

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

“TNPA” - means Transnet National Ports Authority

4. Responsibilities

4.1 TNPA SHE Department shall:

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

4.2 Client (TNPA)

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

4.3 Principal Contractor

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

4.4 Other Joint Responsibilities

- 4.4.1. TNPA, Agent, Principle and contractors shall ensure that all cleaning activities do not contradict the SHE Policy of the TNPA
- 4.4.2. The contractor shall provide and maintain systems of work, plant and machinery that is safe and without risks to health, environment, and safety of people within Transnet National Ports Authority.
- 4.4.3. Contractors shall take steps to eliminate or mitigate any hazard or potential hazard to the safety or health of employees, contractors, visitors and suppliers, before resorting to personal protective equipment.

4.5 Principal Contractor's General Duties

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

4.5.3. Legal Liabilities

Common Law and Legislation

Based on two main criteria –

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

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

5. Safety, Health and Environmental Risk Assessments

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

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

5.1. Arrangements for Controlling Significant Site Risks

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

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

5.2. Development of Risk Assessments

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

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

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

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

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

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

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

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

1. Load limitations for existing structures
2. Exposure to noise
3. Working at Heights
4. Access/Egress control
5. Lifting operations
6. Working close to quay edge
7. Hazardous chemical exposure
8. Waste management and disposal
9. Uneven surfaces
10. Moving equipment

11. Pressure equipment
12. Fire hazard
13. Protection against dehydration and heat exhaustion
14. Protection from wet and cold conditions

5.3. Roles and Responsibilities for Risk Assessments

5.3.1. TNPA

The Port of Saldanha shall:

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

5.3.2. The Contractor shall

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

5.3.3. Other Requirements

- a) The hazards identified by contractors and control measures should be communicated to contractor's employees.
- b) A proof of communication of risk assessment should be kept in the contractors file as records.
- c) TNPA reserves the right to request this information from the contractor at any given time.
- d) In a situation where a risk assessment is not readily available or not communicated to contractor employees, the activity will be stopped until such time the contractor complies.

7.4 Procedure

- 7.4.1 Prior to commencement of any project within the port boundaries, a Safety, Health and Environmental risk assessment shall be conducted to identify hazards and risks that could impact on the health and safety of employees, contractors and the environment on which they are working on.
- 7.4.2 Risk assessment is a document compiled to show the risks identified and the actions to be taken to eliminate or mitigate all the identified risks and all possible hazards and conditions that can pose a threat to the health and safety of any person.
- 7.4.3 A competent person must be appointed in writing to do all risk assessments.
- 7.4.4 A risk assessment will be compiled for every task to be performed, including:
 - 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.

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 (above 2 meters)

Specific Rule # 6

DO NOT work at height without fall protection equipment wherever required according to TNPA standards

The permit is essentially a document which describes the work to be done and the precaution to be followed while doing the work; it sets out all necessary safety procedures and the equipment. The permit should clearly specify the particular item of equipment or area involved the extent of work permitted, what condition are to be observed and time and duration of validity. The number of permit required will vary with the complexity of planned activity.

21.2. Waste management

A **Waste Management Plan** must be submitted for TNPA written approval.

Waste refers to all solid and liquid waste matter generated during the execution of planned works, including work debris (wrapping materials, timber, cans etc.), surplus food, food packaging, and spend grit and chippings generated during sandblasting, etc.

The Contractor shall institute an on-site waste management programme that is detailed in the Waste Management Plan and acceptable to the TNPA in order to prevent the spread of refuse within and beyond the site. The waste management program shall stipulate, among other:

- a) An inventory of expected wastes and their categories;
- b) Waste containment facilities (number, type and locations indicated on a site plan)
- c) Compliance with local authority requirements;
- d) Auditing and monitoring;
- e) Methods for dealing with spillages and clean up.

All waste shall be collected and contained immediately. Contractor shall institute a clean-up of the site if so instructed by the TNPA. This clean up shall be for the contractor's account.

Contractor shall not dispose of any waste and/or work debris by burning or burying. The use of suitable waste bins and/or skips is mandatory. The bins shall be provided with lids and an external, secure closing mechanism to prevent their contents blowing out. Contractor shall ensure that all waste is deposited by employees in the waste bins for removal by the local authority. Bins shall not be used for any purposes other than waste collection and shall be emptied on a regular basis. All waste shall be disposed of off-site at approved landfill sites.

21.3. Indigenous plants and animals

- a) Indigenous plants and animals must not be disturbed or killed.
- b) Alien trees with birds' nests must be killed standing where possible.
- c) Collection of plants, part of plants or animals for medicinal or other purposes, may only take place with the appropriate permission.

22. Transportation

- a) No transportation of passengers and material/equipment on the same load box will be allowed on site.
- b) No hanging over the back LDV or truck by people will be allowed within the Port of Saldanha.
- c) Speed limit within the Port of Saldanha is generally 60 km/h or as otherwise indicated and no speeding will be tolerated.

23. General Site Procedures

Servicing and fuelling should preferably occur off site.

However if these activities occur on site, the contractor shall ensure that all servicing of vehicles and equipment takes place in designated areas agreed upon by TNPA.

All waste generated by these activities shall be managed. The waste shall be collected and disposed of off-site at an appropriately licensed landfill site. All equipment that leaks onto the ground shall be repaired immediately or removed.

Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with TNPA. The contractor shall not change oil or lubricants anywhere on site except at designated locations, except if there is a breakdown or an emergency repair. In such instances, the contractor shall ensure that he has appropriate absorbent materials (or equivalent) and/or drip trays available to collect any oil, fluid, etc.

23.1. General Inspection, Monitoring and Reporting

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

23.2. Contractor's audits and inspections

The Principal Contractor is to conduct his own monthly internal audits to verify compliance with his own SHE management system as well as with this specification.

23.3. Other audits and inspections by TNPA

TNPA reserves the right to conduct other ad-hoc audits and inspections as deemed necessary. This will include site safety walks.

23.4. Recording and review of inspection results

All the results of the above-mentioned inspections shall be in writing, reviewed at SHE committee meetings, endorsed by the chairman of the meeting and placed on the SHE File.

23.5. Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the work develops and progresses and each time changes are made to the designs, plans and work methods and processes.

The Principal Contractor must provide TNPA and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

24. Site Rules and other Restrictions

24.1. Site SHE Rules

The Principal Contractor must develop a set of site-specific SHE rules that will be applied to regulate the Health and Safety Plan and associated aspects of the work.


When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

25. Records

The SHE Plan, Risk Assessments, Contractor SHE Activity Plans and results of SHE monitoring activities are retained for the duration of the project as a record of SHE arrangements. When the contract is complete, the SHE Plan has played its role and it ceases to exist except as a record document. Some of the information may contribute to the creation of the SHE File.

Issued by: SHE Department, Port of Saldanha

Approved by:


Netaneel Pieters- Risk Specialist

30 April 2021
Date