



SCOPE OF WORK

Document reference: Site:


TRANSNET PORT TERMINALS CAPE TOWN

Provision of Staff transport services for Transnet SOC Ltd operating as Transnet Port Terminals ("TPT") at Cape Town Container Terminal (CTCT) and Cape Town Multi-Purpose Terminal (CTMPT) for a period of Thirty- Six (36) months.

Date: 14 March 2025

Compiled By: Brandall Johns

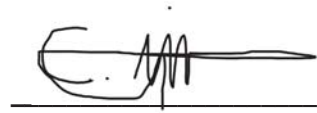
Designation: Senior Ops Manager CTCT



Date: 14/03/2025

Supported / ~~Not Supported~~ By: Chuma Mkonjwa


Designation: SHEQ Manager



Date: 14/03/2025

Supported / ~~Not Supported~~ By: Simphiwe Ntlakana

Designation: Security Manager



Date: 14/03/2025

Recommended / ~~Not Recommended~~ By: Fundiswa Mgibe


Designation: Regional ER Manager



Date: 14/03/2025

Approve / ~~Not Approve~~ By: Yandiswa Biyana


Designation: Act. Terminal Manager MPT



Date: 17.03.2025

Compiled By: Nonkoliseko Didi


Designation: Senior Ops Manager MPT



Date: 14/03/2025

Supported / ~~Not Supported~~ By: Joshua Chidi

Designation: Engineering Manager



Date: 14/03/2025

Supported / ~~Not Supported~~ By: Ebrahim Salasa

Designation: ICT Manager



Date: 14/03/2025

Approved / ~~Not Approved~~ By: Noxolo Thabatha

Designation: Terminal Manager CTCT



Date: 17/03/2025

BACKGROUND

The Container Terminal (CT) and Multi-Purpose Terminal (MPT) at Cape Town Terminals, play a pivotal role in the regional economy. It is well positioned to facilitate the movement of cargo to and from the Asian, European, American and Australian markets.

The Port of Cape Town is world renowned for the export of deciduous fruit, perishables and frozen products.

Fruit and fresh produce are Cape Town's major export commodities, and these go via the break-bulk facilities. Now however, it has become increasingly common to transport these goods in containers through the Cape Town Container Terminal.

The Port of Cape Town operates on a 24/7 basis and therefore Transnet Port Terminals is seeking to collaborate with a Service Provider who can provide reliable staff transportation.

The purpose of the dedicated staff transport is to ensure that TPT employees are collected at their doorstep throughout the surrounding areas in Cape Town prior to the commencement of their respective shifts and taken home after the shift ends. It is essential to port operations that TPT staff arrives on time to ensure there is no delays in them reporting for their respective duties. Delays in port operations directly impact port efficiencies, which might negatively affect all products imported and exported throughout its supply chain.

TPT seeks to appoint a capable service provider that will aid in it improving its competitive advantage and that can provide solutions that TPT requires to meet and exceed its customer expectation, achieve its corporate objectives and gain market share.

2. SCOPE OF REQUIREMENTS

To provide transportation services for Transnet Port Terminal (TPT) employees during day and night shifts, from their designated residential address and/or areas to their place of work i.e., Container Terminal (CT) and Multi-Purpose Terminal (MPT) at Cape Town Terminals

These services will be rendered in the morning and night shift including weekdays, weekends and public holidays from the areas mentioned below (refer to paragraph 10: designated routes) in line with TPT shift patterns.

Take note: The successful bidder will not be allowed to subcontract any part of this services in part or the whole to any transport service linked to the Taxi industry or recognized Taxi Associations.

3. THE SERVICE PROVIDER SHOULD ENSURE THAT THE EMPLOYEES ARE:

- 3.1. Transported on time via the agreed vehicles and in a safe manner considering all aspects of safety associated to the transportation of staff.
- 3.2. Employees should be dropped off at the workplace 15 minutes prior to the commencement of shift and collected at workplace 10 minutes after the shift has been completed, (refer to paragraph 9 for the shift pattern).
- 3.3. The service provider shall ensure that the first TPT employee is collected on time to allow for sufficient time for other collections and the transport time to the Terminal. For an example:
 - 06H00am shift, the first employee should be collected at approximately 04H00 am.

- 3.4. Door-to-door service or nearest agreed point of safe vehicular access.
- 3.5. Where a door-to-door service is not possible, TPT and the contractor must agree on a safe pick-up point.
- 3.6. The contract covers fares only, which will be paid per trip.
- 3.7. TPT has the right to cancel all collection requests within two (2) hours of the time of collection.
- 3.8. If the Terminal during a Shift should go "Wind Bound" and release staff earlier than the stipulated hours of 06h00 or 18h00, all staff will be released early, except for a skeleton crew at the Reefer sections. The Provider is responsible to plan, organize and split the available number of approved vehicles, to accommodate the drop off staff at two different time schedules, without increasing the number of authorized vehicles.
- 3.9. Maintenance, service and repair of all vehicles will be for the supplier's own costs and not for TPT's account.

4. SPECIAL AD HOC REQUIREMENTS

- 4.1. To optimize cost and accommodate possible increases in the volume of staff which utilize the transport services, TPT may require the successful service provider to secure additional vehicles on a as and when required basis.
- 4.2. All request for additional vehicles must be approved by the TPT Contract manager.

5. GENERAL DUTIES OF THE SERVICE PROVIDER

- 5.1. The vehicles required must be reliable and have legal carrying capacity to transport the number of staff i.e., 13-seater-passenger carrying vehicles (excluding driver).
 - a) Service provider to ensure all vehicles are adequately serviced, in accordance with the original equipment manufacturers specifications.
 - b) Service logbooks should be made available upon request to the TPT representative.
- 5.2. All vehicles supplied should be designed and manufactured for passenger carrying or passenger transportation and not vehicles that are aftermarket converted into passenger carrying vehicles.
- 5.3. Time Management is critical as it can have an impact on the productivity levels of TPT should employees arrive late and therefore Service Provider should ensure that time is of the essence.
- 5.4. Service Provider to provide feedback in writing to TPT for all the challenges they are faced with TPT staff during the execution of the services.
- 5.5. Service Provider will be required to have a Supervisor per Terminal on-site after completion of each shift when employees are to be taken home to ensure that vehicles are loaded correctly as per the designated routes and to ensure the smooth flowing of the transportation service.
- 5.6. The Service Provider will further be required to attend a quarterly Service Level Agreement (SLA) meeting whereby all issues will be addressed to ensure that a resolution is obtained. If there are any issues of an urgent nature that need attending prior to the set meeting the Service provider is obliged to make themselves available at reasonable notice.
- 5.7. The Service Provider to ensure that daily vehicle inspections are completed and any vehicle, which is identified as being a risk, should not be utilized for the transportation of staff.
- 5.8. The Service Provider will be required to filter the collection list and group the employees in their respective residential areas as per the route allocation for collections.

5.9. The Service Provider will issue each route with a waybill, which will reflect all details as follows:

- a) Route/date/shift/area; employee's names; addresses and contact details.
- b) The Service Provider will ensure that a trip register or waybill gets signed after each delivery by the TPT shift supervisor on duty or Operations sign on office or TPT nominated employee so that accurate records are maintained for all drop offs whereby copies should be attached to the monthly invoices as proof of delivery services rendered.

5.10. All drivers should be medically fit and free from any ailments, which will require them to take medication and or render them unfit to perform this function (Medical certificates of all drivers to be provided). Drivers deployed to TPT may not be older than sixty (60) years upon award of tender.

5.11. The Service Provider must be able to provide alternate drivers and vehicles. The Service Provider must have a detailed accident procedure in place.

5.12 The Service Provider must have a permanently manned telephone, place of business and cell phone and email address to ensure that immediate contact can be made in case of emergency. The use of WhatsApp groups communication is also encouraged.

6. GENERAL DUTIES OF TPT

- 6.1. TPT will perform ad hoc inspections to verify that the vehicles being utilized is safe and 'fit for purpose'
- 6.2. TPT will supply the Service Provider with a list of employee names to be collected at their residence, at the following times:

SHIFT	COLLECTION LIST / PICK-UP LIST TO BE SUBMITTED TO SERVICE PROVIDER BY:
(Monday to Sunday) Including Weekends and Public holidays	12h00 or 00h01

Table 2: Schedule of pick-up list submission.

- 6.3. TPT will further provide confirmation with a collection list of all employees required to be collected at the Port to be delivered to their residence at the end of each twelve (12) hour shift. The collection list will be provided to the service provider Six (6) hours after shift commences.
- 6.4. Penalties
- a) The Service Provider shall ensure that its services are rendered as stipulated by TPT considering that time is of the essence.
 - b) Should the Service Provider fail to adequately perform from their services as required by TPT, TPT shall be entitled to deduct the following penalties from the applicable invoices relating to the month in which services were rendered. Poor performance is determined at the sole and unfettered discretion of TPT, it includes but is not limited to:

NO.	DESCRIPTION	FIRST & SECOND NON-CONFORMANCE	FIRST PENALTY	SECOND PENALTY
1	Late collection of employees from place of work	Issued non-conformance and implement corrective action to mitigate future failure	10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered	20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.
2	Late delivery of employees from place of work			
3	No show from the Driver within 30 minutes of scheduled time			
4	Playing loud music in transit			
5	Allowing passengers who are not TPT employees on the trip			
6	Failing to ensure that vehicle is smoke free	Issued non-conformance and implement corrective action to mitigate future failure	10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered	20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.
7	Failing to drive in compliance to Legal driving standards and / or in contravention of TPT standards, policies and procedures.			
8	Exceeding the posted speed of 40 kph in the Terminal (CTCT & MPT)			
9	Failure of Driver and / or passenger to wear safety belts			
10	Overloading vehicles with employees in contravention of the law and / or safety requirements.			
11	Failure to provide proof of permits and licenses on request.		10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	Cancellation of contract

12	Driving recklessly/ driving under the influence of alcohol.	Supplier to remove /Change Driver for the service immediately and Supplier to be issued non-conformance and implemented corrective action to mitigate future failure.	10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.
13	Driving whilst using a cell phone without a hand- free kit.	Issued non-conformance and implemented corrective action to mitigate future failure.	10% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.	20% penalty will be deducted from the applicable invoice(s) relating to the month in which services were rendered.
14	Damage caused to TPT property or injury caused to employees due to the negligence of its employees, permitted sub-contractors and agent.	The Service Provider shall be solely liable for all costs related hereto.		
15	Repeated Non-conformance or similar incident(s) with no attempt to correct.	Cancellation of contract after an adjudication process.		

Table 3: Penalties per non-conformance

7. VEHICLE CONDITION AND MAINTENANCE:

The service provider is to provide good condition and well-maintained vehicles. TPT will require maintenance records and service logbooks. Failure to comply, the above penalties will be implemented.

8. SHIFTS IN OPERATION AT TERMINALS

TPT does not guarantee that the information stated in the tables below (8.1 to 8.3) would be accurate at the time of intent. The information stated below is indicative and is subject to change based on the business demands. It should be noted that where it is stipulated 'transport required' it is for those employees coming to work as well as for those employees going home.

8.1. Table 4: Weekdays (Monday to Sunday)

SHIFTS	START	END
Morning	06h00	18h00
Night	18h00	06h00

9. SERVICE REQUIRED: HOURS OF TRANSPORT – WEEKDAYS, WEEKENDS AND PUBLIC HOLIDAYS

Transport will be required but not limited to the following times:

Collection Schedule	Morning shift: Arrival	05H45 (Shift commencement)	Collect at the employee's residential address from 04H00 to drop off at the Port 15 minutes prior to shift start.
	Morning shift: Departure	06H15 (Shift completion)	Collect at the Port from 06H15 and depart at 06H25 to drop off at the employee's residence.
	Night shift: Departure	06H15 (Shift completion)	Collect at the Port from 06H15 and depart at 06H25 to drop off at the employee's residence.

Table 7: Detailed collection schedule.

9.1 Projected total monthly trips –

a) Container Terminal: **66960 trips**

b) Multi-Purpose Terminal: **53568 trips**

10. DESIGNATED ROUTES PER TERMINAL

NO.	DESIGNATED ROUTES	POOL / NUMBER OF VEHICLES REQUIRED	
		CONTAINER TERMINAL	MULTI- PURPOSE TERMINAL
1	NORTHERN SUBURBS 1 (KRAAIFONTEIN/WALACEDENE/BLOEKOMBOS/WATSONIA PARK/ BRACKENFELL/NORTHPIKE)	One	One
2	NORTHERN SUBURBS 2 (KRAAIFONTEIN/ SCOTTSVILLE/SCOTTSDENE/BUH REIN ESTATE)	One	
3	NORTHERN SUBURBS 3 (BELLVILLE/PARROW VALLEY/GOODWOOD/RUIREWAGHT/ BELHAR/BISHOP LAVIS)	One	One
4	BELHAR/ BONTEHEUWEL (EDGEMEAD/GOODWOOD/RUIREWAGHT/BISHOP LAVIS/ MANENBURG)	One	
5	DELFT/BLUE DOWNS 1 (DELFT SOUTH/ BRENTWOOD PARK/MALIBU VILLAGE/FOUNTAIN VILLAGE/BLUE BERRY HILLS)	One	One
6	DELFT/MFULENI (LEIDEN/ N2 GATEWAY/ EXTENSION 6/ KLEINVLEI)	One	
7	EERSTERIVER 1 (TUSCANY GLEN / LEONSDALE/ HILLVIEW/SOMERSET HEIGHTS/ SILLWOOD HEIGHTS)	One	One
8	EERSTERIVER 2 (STRADFORD GREEN/ MELTON ROSE/ DEVONPARK/ BEVERLY PARK/ CONDO PARK)	One	
9	KUILSRIVER 1 (WESBANK/ SUNBIRD PARK/ HIGHBURY/DRIFTSANDS/ HIGH GATE/ RUSTDAL)	One	One
10	KUILSRIVER 2	One	

	(SEREPTA/KALKFONTEIN/VREDELUST/SUMMERVILLE/ BLACKHEATH)		
11	MITCHELL PLAIN 1 (SAMORA MICHELLE/ COLORADO/WOODLANDS/WOODRIDGE/ RONDEVLEI PARK/ WELTEVREDEN/WESTGATE/ STRANDFONTEIN)	One	Two
12	MITCHELL PLAIN 2 (MONT CLAIR/ MANDALAY/ LENTEGEUR/BEACON VALLEY/ EASTRIDGE/ ROCKLANDS/PORTLANDS)	One	
13	GUGULETHU / PHILLIPI 1 (MALENGA PARK/ BROWNS FARM/MARCUS GARVEY/ CROSSROADS/ ARCADIA)	One	One
14	PARKLANDS/TABLEVIEW (SUMMERGREENS/ MILNERTON/ JONESLOVO/ DU NOON/ PHOENIX/ MAITLAND)	One	One
15	KHAYELITSHA 1 (MAKASAR/ HARARE)	One	Two
16	KHAYELITSHA 2 (IKWEZI/LITHA PARK)	One	
17	KHAYELITSHA 3 (SITE B / SITE C)	One	
18	SOUTHERN SUBURBS (ATHLONE/ BRIDGETOWN/ CLAREMONT/ STEENBERG/ RETREAT/ LAVENDER HILL/ GRASSY PARK/WESTLAKE)	One	One
19	LANGA (TOWNSHIP/ BACKSTAGE/ OLD FLATS)	One	
20	NYANGA (NYANGA EAST/LUSAKA/ZWELITSHA)	One	
TOTAL NUMBER OF VEHICLES		20	12

Table 8: Designated routes

11. KICK-OFF REQUIREMENTS

The Service Provider is required to provide Transnet Port Terminals (TPT) with the following documents upon award:

- a) Valid operating license / permit
- b) Submit certified copies of valid permits (issued by the Western Cape Government, Transport and Public Works) attached to a Respondents Letterhead.
- c) New Applicant: Provide proof of applications to the relevant Department.
- d) The successful bidder will within one (1) week upon award provide and maintain all operating licenses, permits. Respondents to submit a comprehensive Business Continuity Plan (BCP) which contains a minimum of the following:
 - Contingency labour work force per shift (List of Drivers)
 - Transport (unbranded)

The strike management plan is crucial. It defines the roles and responsibilities of the team. It should cover the following minimum information in the following categories:

- Pre-strike planning, during the strike post-strike preview.
- List the strike management team and their contact details.
- Command Centre Operations
- Communication protocols, i.e. notifying customers and regular strike reports
- Disciplinary process for illegally striking employees
- Strike diary
- Emergency planning
- Pick-up plan during Strike

12. SCORING DOCUMENTS (CRITICAL FOR FUNCTIONALITY TEST)

The Respondent will be required to complete Returnable Schedules T1 to T5 as well as attached the mentioned requirements/evidence for each returnable schedule where stipulated.

12.1 Trade references (Returnable Schedule T1)

- a) The service provider must provide a minimum of three (3) trade reference letters from Respondents' clients (on the client's company letterhead) where they have confirmed that the respondent has provided similar services in the past five (5) years with a cumulative contract value of > five (5) million rand.
- b) The trade reference must illustrate evidence that the service provider has experience in providing staff transportation of such magnitude.
- c) Each trade reference must contain the duration and contract value with regard to the services provided by the Respondent to the client.
- d) To reflect the ability of the Respondents to manage the magnitude of the services attached, critical to requirement is that of an accumulative contract value greater than R5 million.
- e) References to be dated; Company letterhead of the client; Letter must be signed; Cumulative contract value > than 5 million.

12.3 Local Footprint (Returnable Schedule T2)

- a) The service provider must submit confirmation on a company letterhead that an office is in place or will be in place, within 50km radius from Cape Town Terminals, be it owned, leased or intended to lease.
- b) The service provider must submit a certified copy of a lease agreement or utility bill in the lessor's or lessee's company name.
- c) Where a local footprint does not exist, the service provider is required to provide confirmation on a company letterhead of the lessor stating the intention to lease or in a form of an agreement between the lessor and lessee.

12.4 Drivers and Licenses (Returnable Schedule T3)

- a) The Respondent is required to provide their list, referencing a pool of thirty-two (32) Drivers and attach copies of their valid Driver's licenses with a valid Professional Driver Permits (PDP).
- b) Certified copies of valid Driver's licenses and valid Professional Driver Permits (PDP) in respect of each Driver listed, including valid Work Permits where applicable.

Note: Kindly note that bidders must submit clear and legible copies of the certified copies of the Driver's licenses and PDP and Work permits as illegible copies will not be considered when evaluating a bid.

12.5 P O O L OF THIRTY-TWO (32) VEHICLES NOT OLDER THAN THREE (3) YEARS, EITHER OWNED OR LEASED (Returnable Schedule T4)

- a) The Respondent must indicate if the vehicles will be leased or owned and attached all referenced certifications.
- b) The Respondent is required to provide a pool of thirty-two (32) vehicles that are not older than three (3) years either owned or leased which complies with the following requirements:
 - All vehicles to be fitted with GPS/Tracker system (supporting documentation to be provided).
 - The service provider is to install all vehicles within twenty-one (21) days, Post Tender Award.
 - All vehicles are to be equipped with a two-way communication system, which will be linked between the driver of the vehicle and the service provider control room or other to support emergencies.
- c) Vehicles must have a minimum seating capacity of thirteen (13) passenger seats (excluding Driver) which should not be modified/converted into passenger carrying vehicles.
- d) The Respondent must submit proof of valid / active insurance cover, i.e. General Liability/Public Liability or Passenger Liability Insurance, either by supplying a copy of the Insurance Policy or a letter from an underwriter confirming policy exists and that the minimum amount claimable is R1 million per incident.

e) The service provider shall ensure that all vehicles are operational and have the relevant certification of conformity namely:

- Certified and valid copies of vehicles licenses and roadworthy certificates
- Certified and valid copies of vehicle registration

12.5.1 OWNED VEHICLES

a) The Respondent must provide of the vehicle registration certificates (Form RC1) referencing the year model of vehicle; date of first registration as owner (respondent should be listed as owner).

12.5.2 LEASED VEHICLES

a) Where the service provider leases the vehicles, i.e. the vehicles are currently in the possession of the service provider in terms of an existing lease agreement; the successful service provider must submit the following.

- A certified copy of a duly endorsed and valid lease agreement (Bank/Financial Institution or company their leasing the vehicles from), which provides a description of the vehicle being leased.
- The lease agreement should provide a description of the vehicles being leased.

The Respondent must provide of the vehicle registration certificates (Form RC1) referencing the year model of vehicle; date of first registration and vehicle description.

12.5.3 INTENTION TO LEASE

Where the service provider is not in possession of the vehicles and intends to lease or purchase same, the service provider must confirm by submitting the following documents:

- a) It intends to enter into a lease agreement/sale agreement for the required vehicles with the service provider.
- b) A description of the vehicles to be leased/purchased, i.e. make, model and date of first registration.
- c) The quantity of vehicles to be leased/purchased.
- d) The seating capacity of each vehicle to be leased/purchased.
- e) Availability of the required vehicles to support a two (2) week contract readiness period.
- f) A letter from a registered source (Bank/Financial Institution or intended vehicle leasing company) reflecting the information as set out in paragraph a – e above.
- g) Should any information be outstanding, then the document will NOT be considered for evaluation.

Take note: The successful bidder will not be allowed to subcontract any part of this services in part or the whole to any transport service linked to the Taxi industry or recognized Taxi Associations.

13. ADDITIONAL REQUIREMENTS

13.1 Safety

- a) Drivers to have a valid public driving permit, license, clean record, sober habits, medically fit (conduct
- b) annual medicals), First Aid training; not afflicted with night blindness, no high-risk conditions (diabetes mellitus high BP, untreated epilepsy, nervous breakdown background).
- c) Service provider should have an induction program whereby first aid training is included and supported by certificates issued by an accredited Service Provider.
- d) Service provider must have a safety program Standard Operating Procedures (SOP) in the event of punctures, breakdowns/vehicle inspection.
- e) Service provider should engage in daily pre-drive checks vehicle and disinfection of all vehicles
- f) There should be a zero tolerance of any substance abuse, i.e. alcohol, drugs, etc. whereby random testing should/will take place.
- g) Service provider to ensure that all drivers are equipped with hand sanitizers, safety clothing/PPE as required by TPT Terminals viz reflective jackets, dust masks.
- h) All vehicles should be fitted with serviceable fire extinguishers. h) No loud music in transit i) No passengers allowed on trip other than Cape Town Terminals staff.
- j) The service provider will be subject to an ad hoc safety audit(s) and will be required to furnish TPT with a Safety File

13.2 Inspection and Audits

The Contract Manager must ensure that the contractor's performance is measured and monitored in terms of the contract. It is important that the performance measures selected provide clear evidence of the required contractual deliverables.

The quality assurance audit, where applicable, must be conducted to ensure that the work is performed in line with the applicable standards and specifications.

The Contract Manager must ensure that regular inspections are conducted to monitor the required quality and quantity as per the specifications.

The Contract Manager, in consultation with the contractor, must develop an audit schedule for the contractor. The Contract Manager must ensure that periodical audits are conducted at specified intervals, including audits at the contractor's premises as detailed on Integrated Assurance Procedure, TRN-IMS- GRP-PROC-015.

13.3 Ad hoc assurance from Internal or External Assurance

Due to the continuously changing risk environment and to remain agile there may be a need for assurance activities to be conducted, which were not originally contained within either the Integrated Risk Assurance Universe or the Transnet Internal Audit Plan.

This need therefore requires a formalized process to enable the approval of this assurance and to ensure that the plans are updated accordingly.

13.4 Process for ad hoc audits that are conducted Authorities in Transnet premises

- a) All audit requests to be directed to the Group/OD/SU custodian for notification as specified in stakeholder management procedure.
- b) Respective specialist will facilitate the execution of the audit request together with Line Management. The Line Management need to provide the necessary resources required for the audit.
- c) The abovementioned persons are informed of the assurance outcome. The resolution of the findings follows the Occurrence and Non-Conformance Management Procedure **TRN-IMS- GRO-PROC 013**.

13.5 Process for ad hoc audits that are conducted by Customers in Transnet premises

- a) This will be done in line with the conditions agreed upon in the contractual agreement/Service Level Agreement (SLA).
- b) The resolution of the findings follows the Occurrence and Non-Conformance Management Procedure **TRN-IMS-GRP-PROC 013**

14. COMPLIANCE WITH STATUTORY, MANDATORY AND OTHER LEGISLATIVE REQUIREMENTS

Respondents shall comply with all laws and regulations including without limitation, the following:

- a) Occupational Health and Safety Act 85 of 1993 International Health Regulation Act 28 of 1974 b) Hazardous Substances Act 15 of 1973
- c) The Compensation for Occupational Injuries and Disease Act 130 of 1993
- d) All material aspects of all applicable legislation, Provincial ordinances and Local authority by-laws, including all relevant regulations promulgated in terms thereof, affect the Maritime business.
- e) The Basic Conditions of Employment Act 75 of 1997 f) Criminal Procedure Act 51 of 1977
- g) National Ports Act 12 of 2005 and enabling legislation thereto, including the Port rules. i) Control of Access to Public Premises and Vehicle Act 53 of 1985
- h) Legal Succession to the South African Transport Services Act 9 of 1989 (but excluding any tariff provided for in such regulations)
- i) Any other Transportation laws or directives that govern TPT's Transportation and Handling Services
- j) Merchant Shipping Act 57 of 1951, the Maritime Security Regulations 2004 read in conjunction with the International Ship and Port Facility Security Code and Maritime Occupational Safety Regulations 1994, as amended.
- k) Codes of Good Practice embodied in the B-BBEE Act 53 of 2003 l) Customs and Excise Act 91 of 1964
- m) National Road Traffic Act and Regulations Act 93 of 1996 (as amended from time to time) p) The National Railway Safety Regulations Act 16 2002
- n) The Labour Relations Act 66 of 1995 and the Regulations thereto r) All TPT Policies and Procedures.

15. SHE FILE REQUIREMENTS

- a) Service Provider will be required to submit a **SHE File within 24 hours after the award** of business. For reference refer to SHE File Check Sheet, see example - **Annexure A**
- b) Once contract is awarded SHERQ Department will send the Service Provider more specific requirements of the **SHE File**.

ANNEXURE A

CONTRACTOR COMPLIANCE FILE ASSESSMENT CHECKLIST

Date of inspection/ Evaluation: _____

Client	
Employer (Principal contractor)	
Registered name of the enterprise	
Trade name of the Enterprise	
Company Registration No	
SARS registration No(PAYE)	
UIF registration No	
COIDA registration no	
Relevant SETA for EEA purpose	
Industry sector	
Bargaining Council	
Contact person & position	
Contact number	
Site Address	
Postal Address	
Chief Executive Officer	
Chief Executive officer's email and contact number	
Construction Manager	
Health and Safety Representative	
Activities/ Service rendered	
Commencement date	
Completion date	
Site Phone	
Total number of employees on site:	
Female	
Male	
People with disabilities	

ANNEXURE A

CONTRACTOR	Complying	Not Complying (i.e. Comments)	Not Applicable
1. Site Specific Organogram of reporting structure. This document must provide all persons appointed in terms of OHS Act No. 85 of 1993 including contact details. (rev, date, approval)			
2. Contractor scope of work information (Company Profile)			
3. Notification of Construction Work to the Department of Labour: Document to display required information as per OHS Act No.85 of 1993 – Construction Regulations Annexure A, must carry the stamp of acceptance from the Department of Labour <i>(if applicable)</i>			
4. Application for a permit to do construction work <i>(if applicable)</i>			
5. Valid Letter of Good Standing with FEM/WCA: And proof of relevant insurances to carry out work.			
MANAGEMENT PLANS			
6. Copy of reference documents: Health & Safety, Security, Quality, Environmental, and other applicable Specifications Including a signed register of communication to Managers, Supervisors & Safety Officers			
7. Approved Contractor Execution Plan correlating with Specification provided by Transnet (i.e. Approved health and safety plan, environmental plan, security plan etc.)			
8. Contractors Health and Safety Policy			
9. Site Specific Emergency Plan			
10. Contractors Traffic Management Plan (if applicable)			
11. Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet <i>(if applicable)</i> .			
APPOINTMENTS			
12. Fully completed appointments of the following (depends on the scope of work) but not limited to:			
• Sec. 16(2) – Delegated Authority (Assistant to the CEO)			
• CR 8(1) – Construction Manager			
• CR 8(7) – Construction Supervisor			
• CR 8(8) – Assistant Construction Supervisor			
• CR 8(5) – Construction Safety Officer			
• CR 9(1) – Risk assessment			
• CR 10. (1)(a) – Fall Prevention Planner <i>(if applicable)</i>			
• CR 10.(2)(b) (fall risk) Physical & Psychological fitness			
• CR 23.(d)(k) – Vehicle operator and Inspector			
• GSR 3.4 – First aider			
• CR 29 (h) – Fire Fighter			
• Sec 24, GAR 9(2) – Incident Investigator			
• CR 13(1)(a) – Excavation Supervisor			
• CR 28(a) – Stacking and Storage Supervisor			

ANNEXURE A

• CR 12(1) – Temporary works designer			
• CR 14(1) – Demolition work supervisor			
• CR 16(1) – Scaffolding work supervisor			
• CR 17 (1) – Suspended platform work supervisor			
• CR 18(1)(a) – Rope access supervisor			
• CR 19(8)(a) – Material host Inspector			
• CR 20(1) – Bulk mixing plant supervisor			
• CR 21(2) – Explosive actuated fastening devices inspector			
• Sec 17(1) – SHE Rep (more than 20 employees)			
• GSR 13(a) – Ladder Inspector An abbreviated CV of the above appointed persons shall be attached to the appointment. Competency certificates will also be attached as required in specifications			
13. Elevated work training (Rescue/ Safety harnesses) – accredited Training (<i>If applicable</i>)			
14. Fall Protection Plan by competent person / Rescue Plan (<i>If applicable</i>)			
15. Contract/Project Specific Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.			
16. Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract/project i.e. Site establishment, confined spaces, working at heights, working near water, excavations etc. Note: before establishment they can supply what they will start with – site establishment, fencing, clear & grub...so only request what is relevant at the time.			
17. PPE Policy and most recent issue register.			
INDUCTION			
18. Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:			
• Employee Dossier with applicable documentation;			
• Proof of site specific induction;			
• Copy of ID Document;			
• Legal Letter of Appointment;			
• Proof of competence i.e.: Artisans, drivers, operators etc.;			
• Valid medical certificate of fitness done by an Occupational Health Practitioner (i.e. Annexure 3 for construction work)			
REGISTERS			
19. Copy of equipment registers to be used with copy of each item's inspection checklist. The registers are not limited to the following, depends on the scope of work:			
• Site visitors register			
• Excavation Inspection Register			
• Hand tools Inspection register			
• Barricading Inspection Register			
• Traffic Inspection Register			
• Mobile Toilet Inspection Register			

ANNEXURE A

• Daily Risk Assessment and Toolbox Talk			
• PPE Inspection Register			
• First Aid kit Inspection Register			
• Fire Fighting Equipment Register			
• Portable electrical Equipment Register			
• Pneumatic Tool Register			
• Compressor Checklist			
• Ladder Inspection Register			
• Vehicle Inspection Register			
• Working at Height Equipment Register			
INCIDENT/ACCIDENT MANAGEMENT			
20. Incident /Accident Management Procedure including reporting, recording and investigation of incidents and accidents			
21. Register of first aid injuries			
22. Register of reportable injuries to the Provincial Director			
OTHERS			
23. Section 37(2) mandatory agreement between client - contractor and contractor - sub contractor. As well as:			
• CR 5.1(k) Principal Contractor appointment			
• CR 7(1)(c)(v) Subcontractor appointment			
24. Training Matrix (Management, Supervisors and Employees)			
25. Copy of the OHS act and its Regulations, COIDA Act Regulations			

CONTRACTOR'S COMPLIANCE FILE REVIEW			
Date	Print Full Name	Designation	Signature
Status			
Approved			
Not Approved			
Reasons for not approving			