

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE: PROVISION FOR THE ENVIRONMENTAL MONITORING COMMITTEE (EMC) CHAIRPERSON, INCLUSIVE OF SECRETARIAT SERVICES FOR THE DCT BERTHS 203 TO 205 RECONSTRUCTION, DEEPENING AND LENGTHENING

RFP NUMBER	: TNPA/2023/09/0003/43377/RFP
FORM OF CONTRACT	: NEC3 Professional Services Contract (PSC) (Option A)
ISSUE DATE	: 1 December 2023
COMPULSORY BRIEFING	: 22 January 2024
CLOSING DATE	: 16 February 2024
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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

- | | |
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| 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

- | | |
|------|----------------------|
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Part C3: Scope of Services

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

The Tender

Part T1: Tendering Procedures

T1.1 Tender Notice and Invitation to Tender



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Provision for the Environmental Monitoring Committee (EMC) Chairperson, inclusive of Secretariat services for the DCT Berths 203 to 205 Reconstruction, Deepening and Lengthening.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Queens Warehouse, 237 Mahatma Gandhi Road, Durban on the 22 January 2024, at 10:00am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16:00 on 16 February 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>



2. TENDER SUBMISSION

Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.

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

Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);

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

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

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

3. CONFIDENTIALITY

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



4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-16], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

“HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

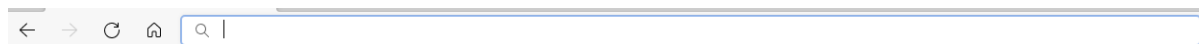
NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

TENDERERS TO NOTE WHEN UPLOADING DOCUMENTS TO ONLY USE ALPHA NUMERIC AND NO SPECIAL CHARACTERS TO BE USED

Go to Google Chrome



In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address

[Forgot your password?](#)


[Sign in](#)

[Don't have an account? → Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code

Display Name

Create

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.


VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.

Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel



Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code

Verify code

Send new code

Forgot your password?

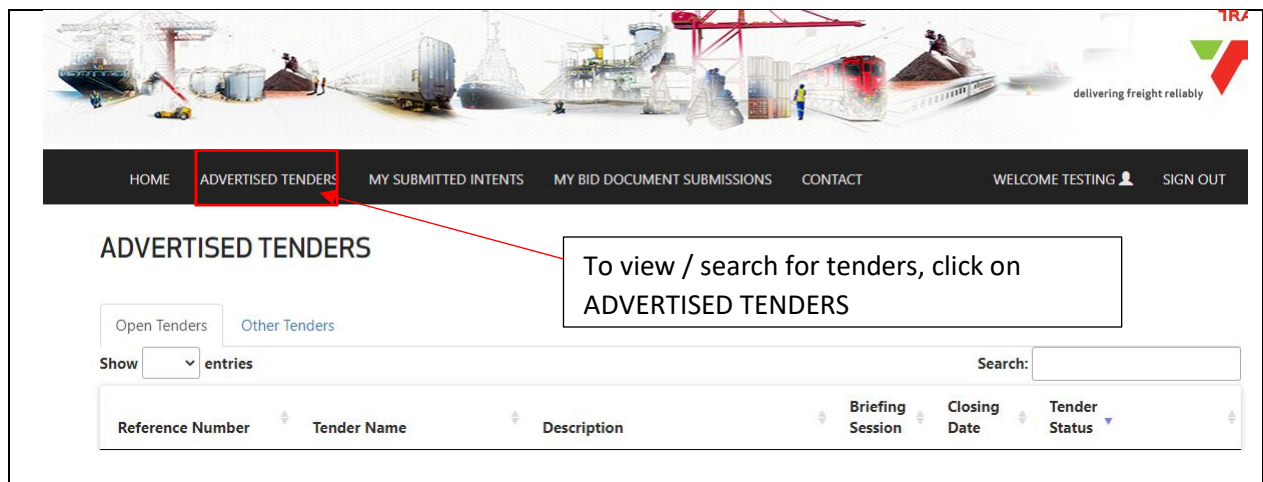
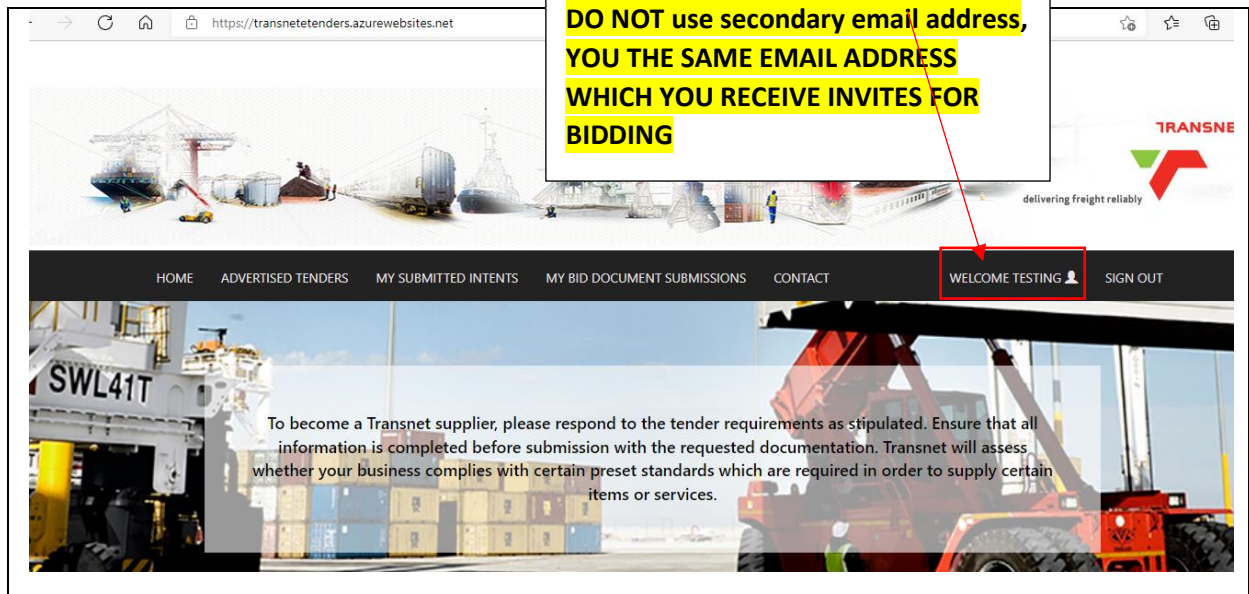
Sign in

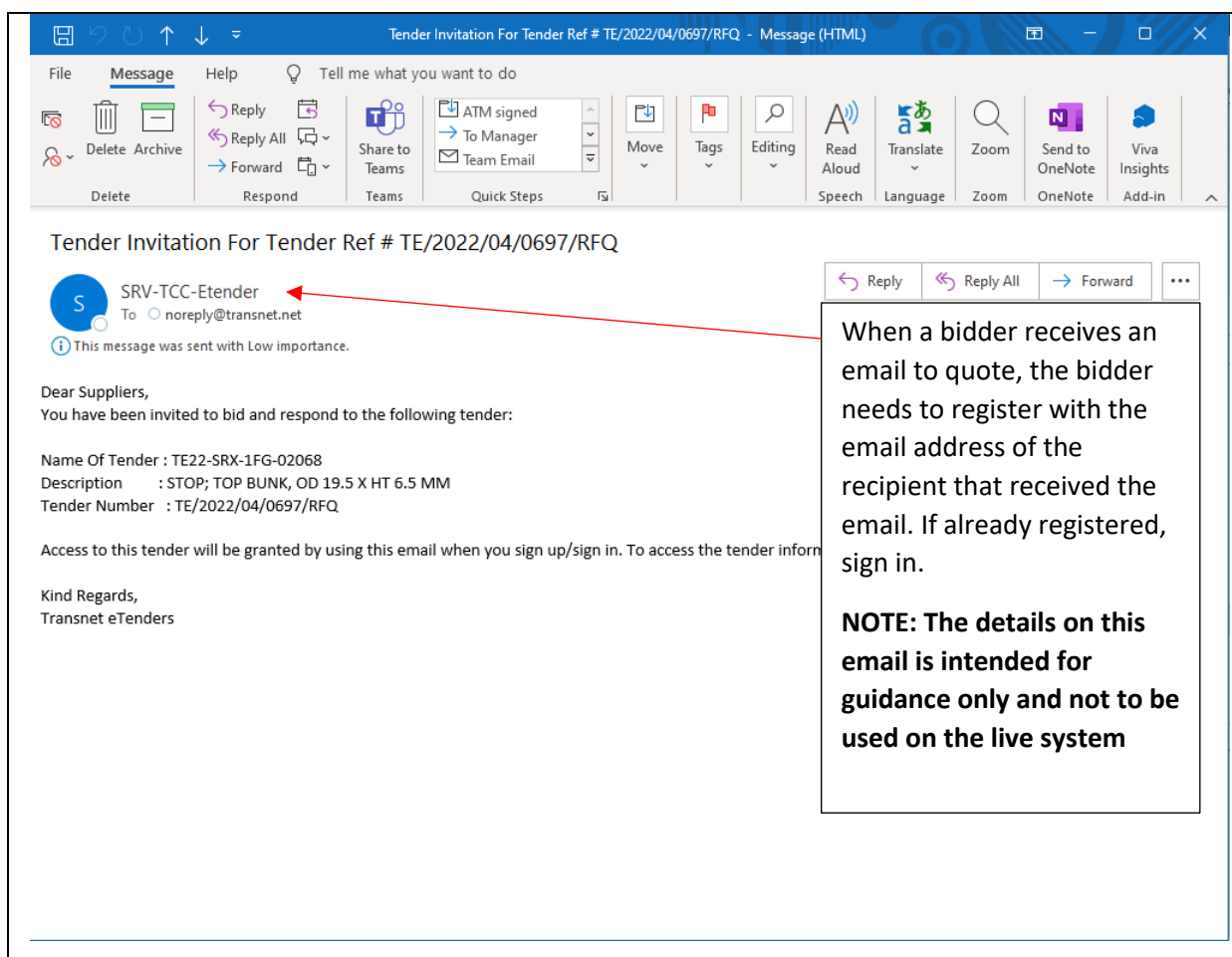
Don't have an account? [Sign up now](#)

Then click on Sign in

Once registered and signed in, the home screen will have “WELCOME (Registered user)”

DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING





Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To: noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

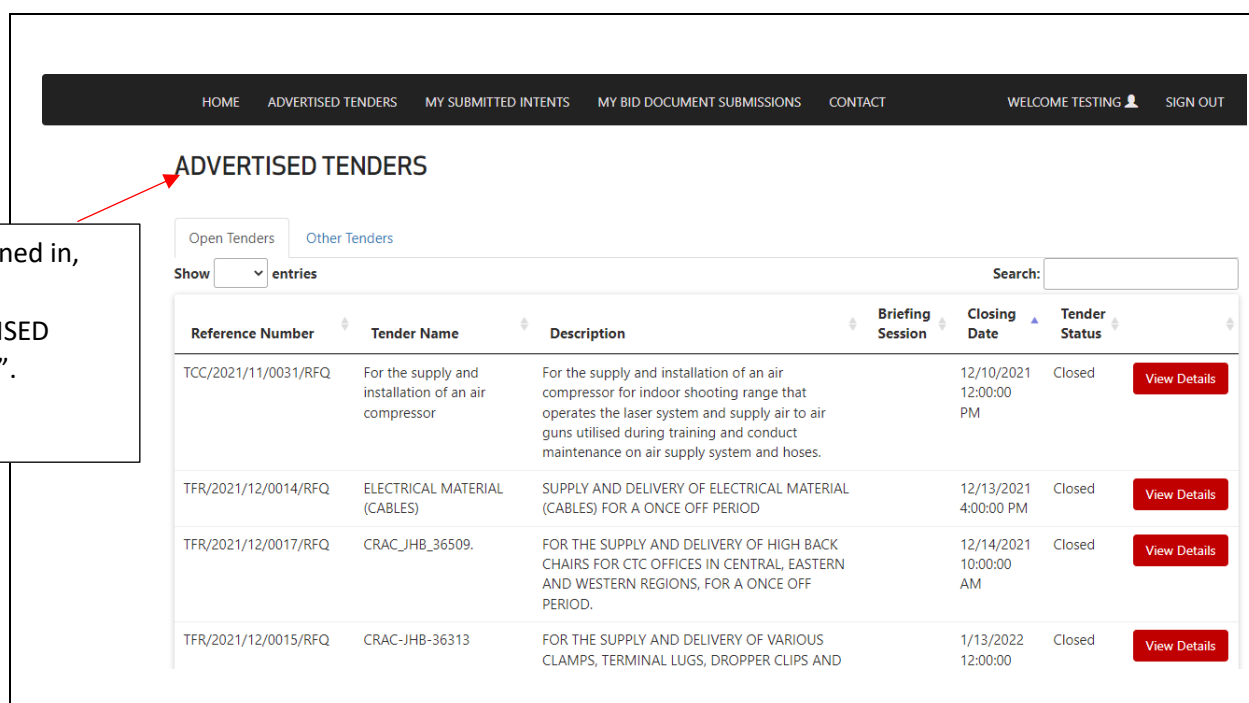
Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information, please click on the link provided in the email.

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system



ADVERTISED TENDERS

Open Tenders | Other Tenders

Show entries

Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed View Details

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.


HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	View Details



HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

HOME
ADVERTISED TENDERS
MY SUBMITTED INTENTS
MY BID DOCUMENT SUBMISSIONS
CONTACT
WELCOME TESTING
SIGN OUT

TENDER DETAILS

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☐

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River
Name Of Institution	TE
Tender Category	Goods
Tender Status	Open

Briefing Session
Closing Date
4/13/2022 10:00:00 AM
Attachments

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid
☒

Submit Intent
Cancel

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

Close

When the “Submit Intent” is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

Briefing Session

Closing Date 4/13/2022 10:00:00 AM


Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

☒

[Submit Intent](#) [Cancel](#)



delivering freight reliably

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

MY SUBMISSION INTENTS

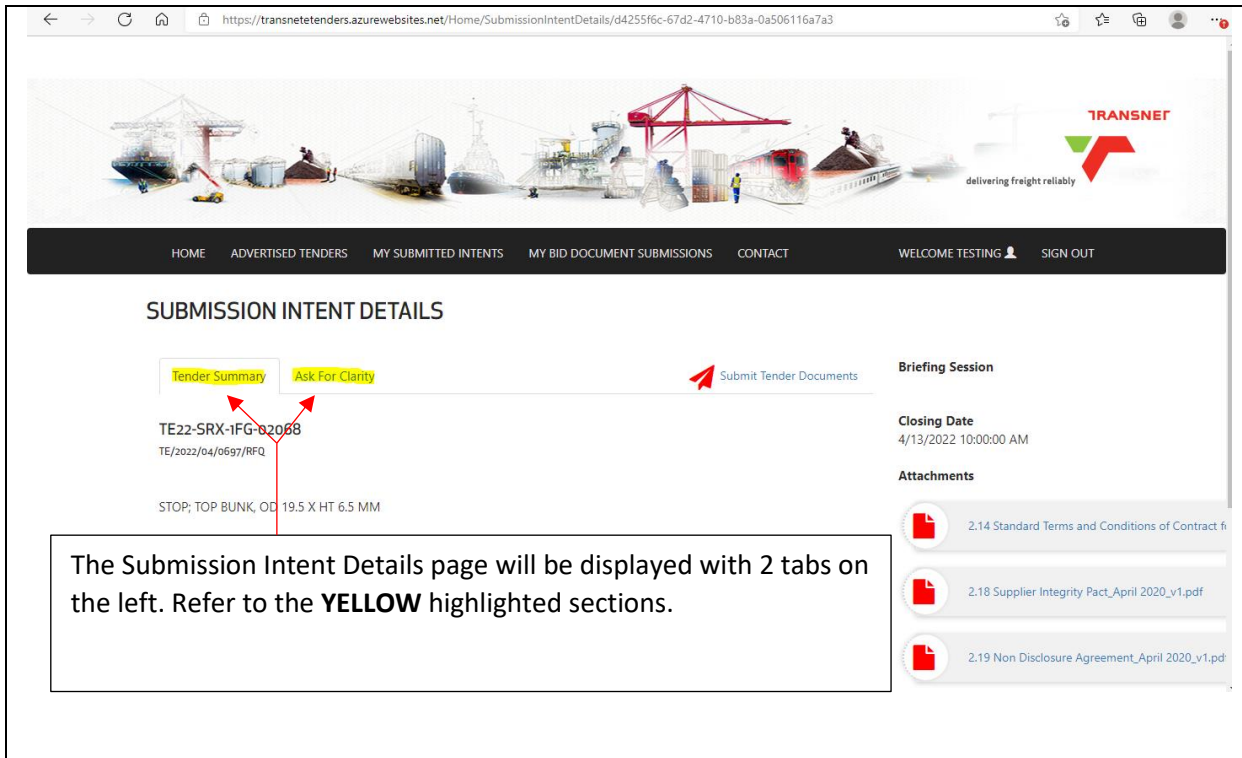
Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the “MY SUBMITTED INTENTS”. To proceed to capturing your bid documents, click on “View Details”



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

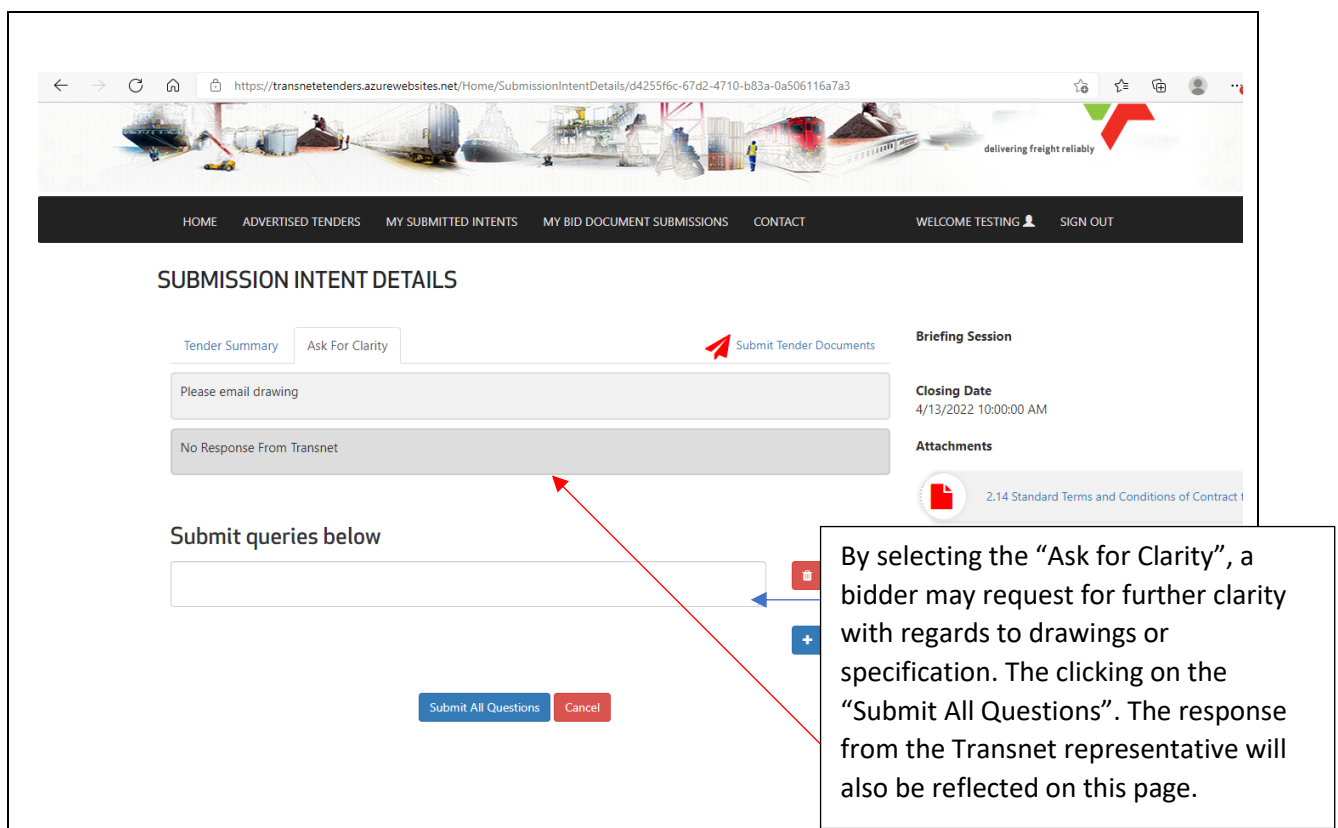
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract fi
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

Submit queries below

[Submit All Questions](#) [Cancel](#)

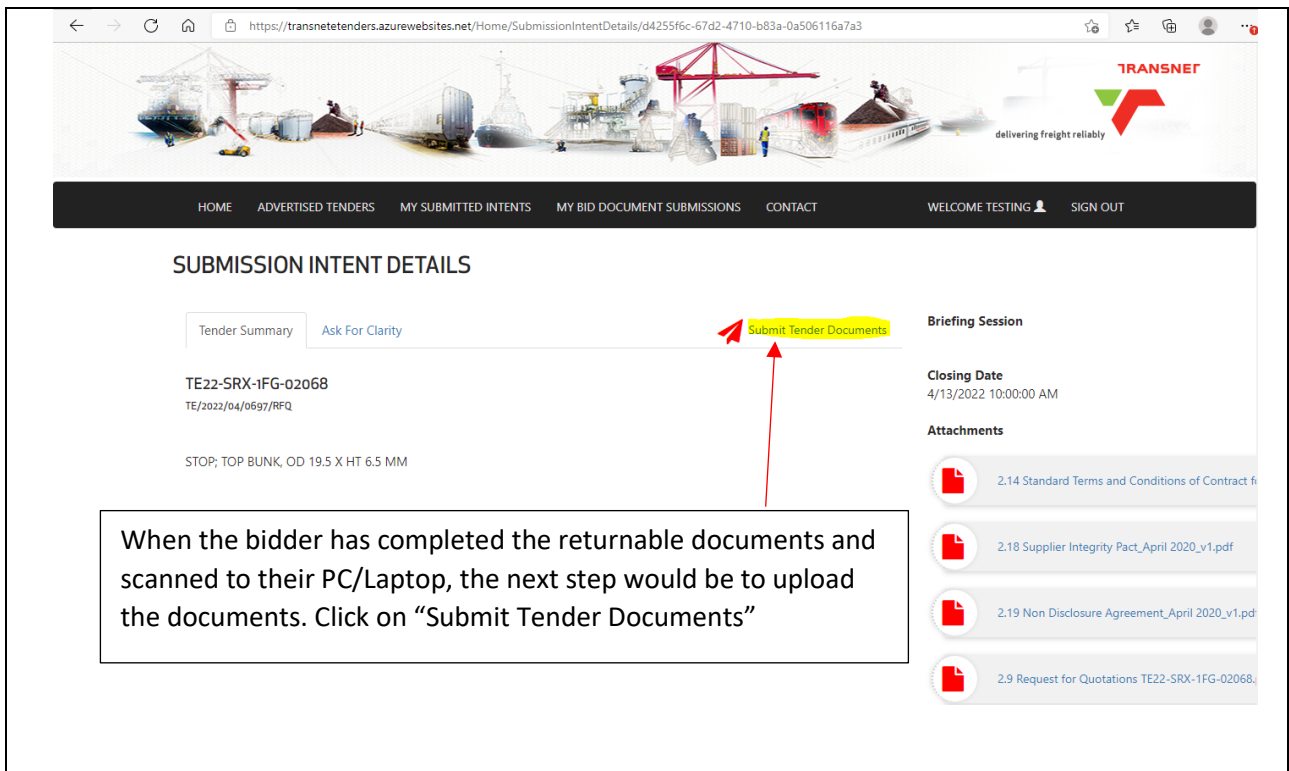
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



Submission Intent Details

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

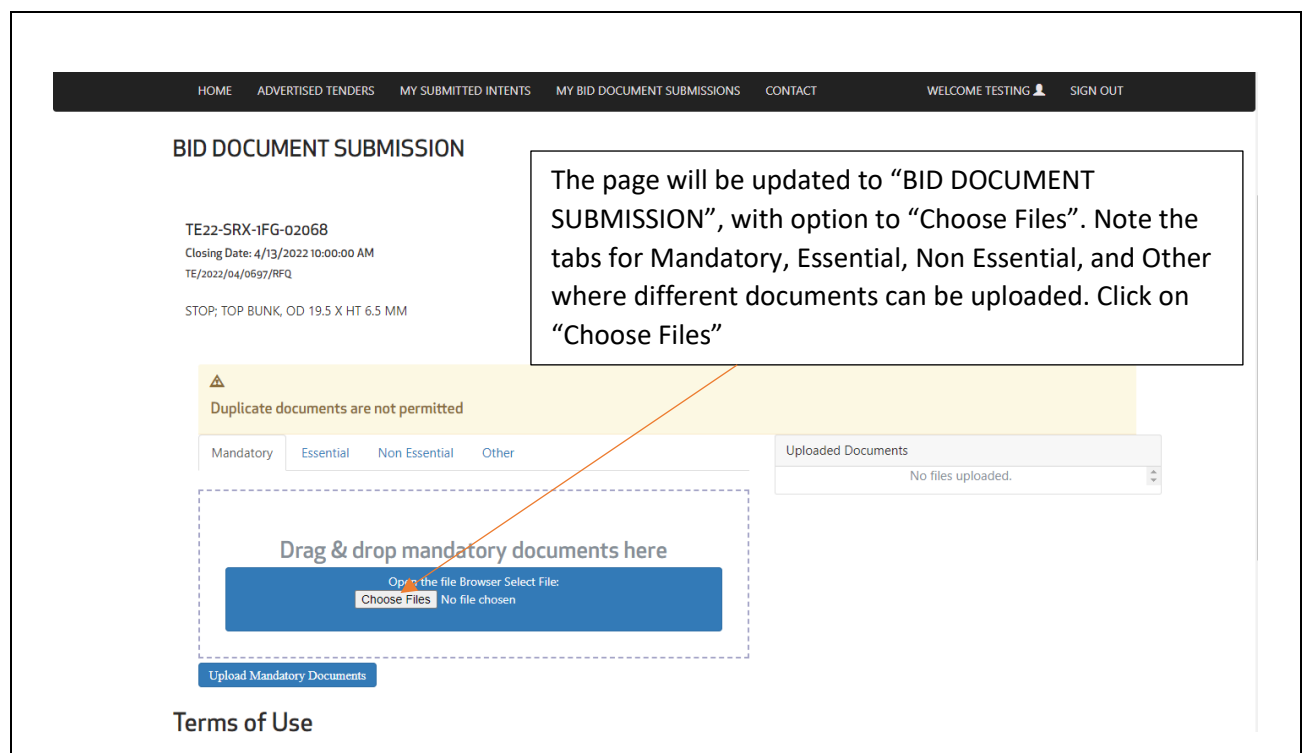
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

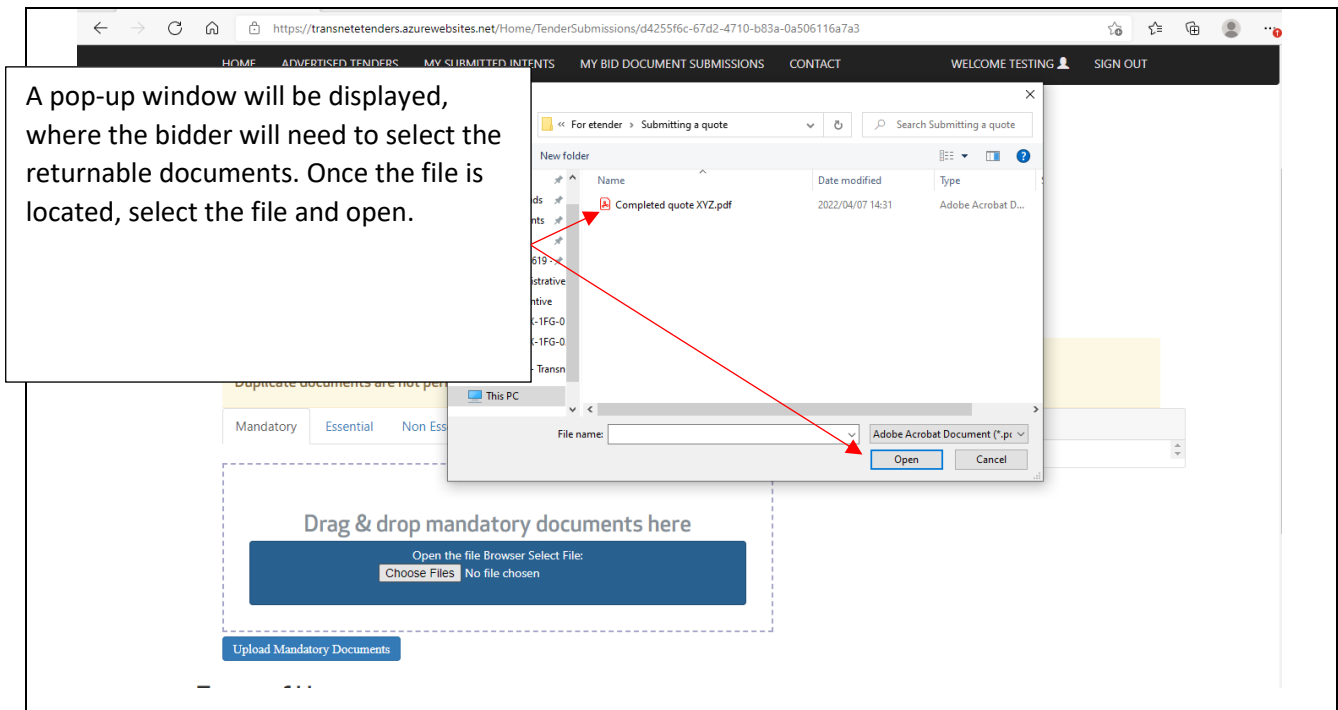
Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-IFG-02068
Closing Date: 4/13/2022 10:00:00 AM
TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

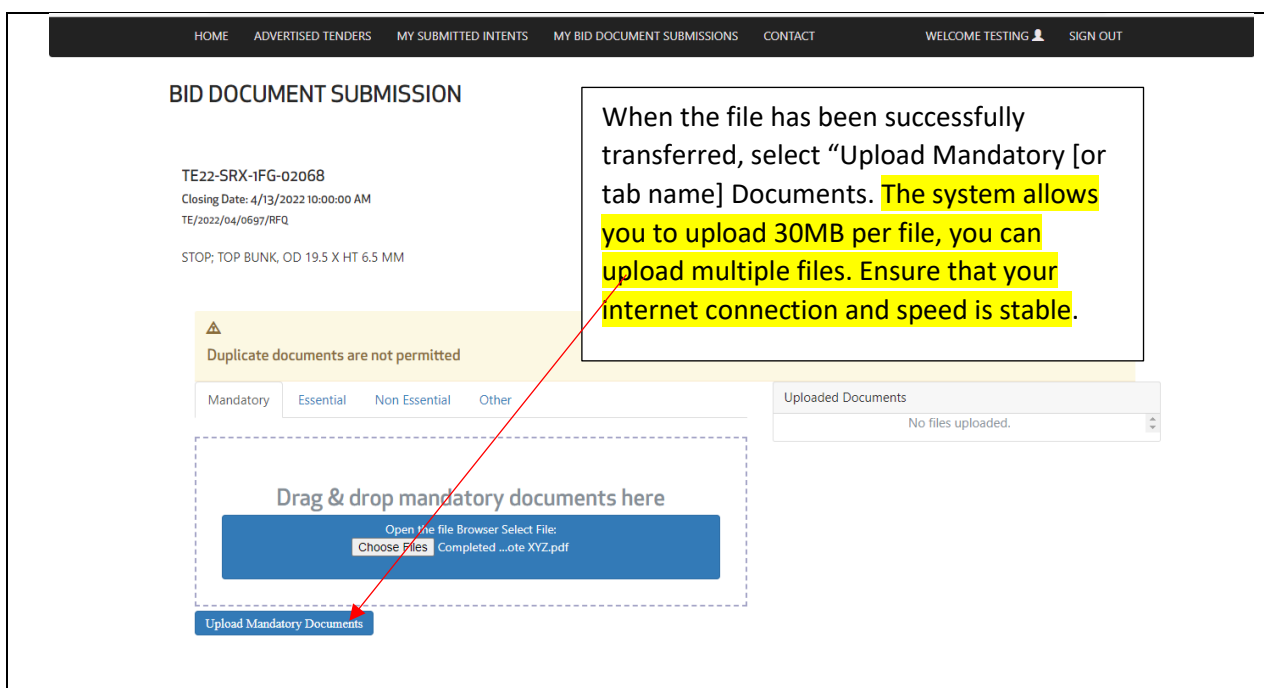
Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents
No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The "Uploaded Documents" section will be updated to confirm that the document was uploaded, then click on "Submit Bid"

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents


Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

→ Submit Bid



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HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

T1.2 Tender Data



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 work	C3.1 Scope



C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Shani Evans
	Address:	237 Mahatma Gandhi Road Durban 4000
	Tel No.	031 361 1273
	E – mail	Shani.kleyn@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting: An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p>2. Stage Two - Functionality: Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is 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> <p>3. Stage Three – Specific Goals</p>	
C.2.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must complete and sign the attendance register. Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register. <p>Tenderers are also required to bring their RFP document to the briefing session and have their returnable document T2.2-01 certificate of attendance signed off by the Employer's authorised representative.</p>	
C.2.12	No alternative tender offers will be considered.	
C.2.13.3	Each tender offer shall be in the English Language.	



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

C.2.15 The closing time for submission of tender offers is:
Time: **16:00** on the **16 February 2024**
Location: The Transnet e-Tender Submission Portal:
(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, together with the tender;
 3. Proof of registration on the Central Supplier Database;
 4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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



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

	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2.02 Management and CV's of Key Persons	Tertiary Education		40
T2.2.03 Previous Experience	Previous Experience	10	20
	Reference Letters or Completion Certificates	10	
T2.2.04 Approach Paper	Approach is clearly articulated in terms of understanding the objective of the EMC		40
Maximum possible score for Functionality			100

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

- T2.2.02 Management and CV's of Key Persons – 40 points
- T2.2.03 Previous Experience – 20 points
- T2.2.04 Approach Paper – 40 points

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

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

C3.11 Stage Three – Specific Goals: Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations.

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

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
Specific goals - Scorecard	20
TOTAL SCORE:	100

Up to 100 minus W_1 (score for Price) tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**



In terms of Transnet Preferential Procurement Policy (TPPP) and Procurement Manuals, the following preference points must be awarded to a bidder who provides the relevant required evidence for claiming points.

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Status Level of Contributor 1 or 2	10
30% Black Women Owned Entities	10
Non-compliant and/or Level 3-8 contributors	0

The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none"> Valid B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.
30% Black Women Owned Entities	<ul style="list-style-type: none"> B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
Non-Compliant and/or B-BBEE Level 3-8 contributors	

The maximum points for this bid are allocated as follows:

<u>DISCRIPTION</u>	<u>POINTS</u>
PRICE	80
B-BBEE Status Level of Contributor 1 or 2	10
30% Black Women Owned Entities	10
Non-compliant and/or Level 3-8 contributors	0
Total points for Price and Specific Goals must not exceed	100



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;
5. 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) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
 - c) 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,
 - d) has the legal capacity to enter into the contract,
 - e) 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,
 - f) complies with the legal requirements, if any, stated in the tender data and
 - g) 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).

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if 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 No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her 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 opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

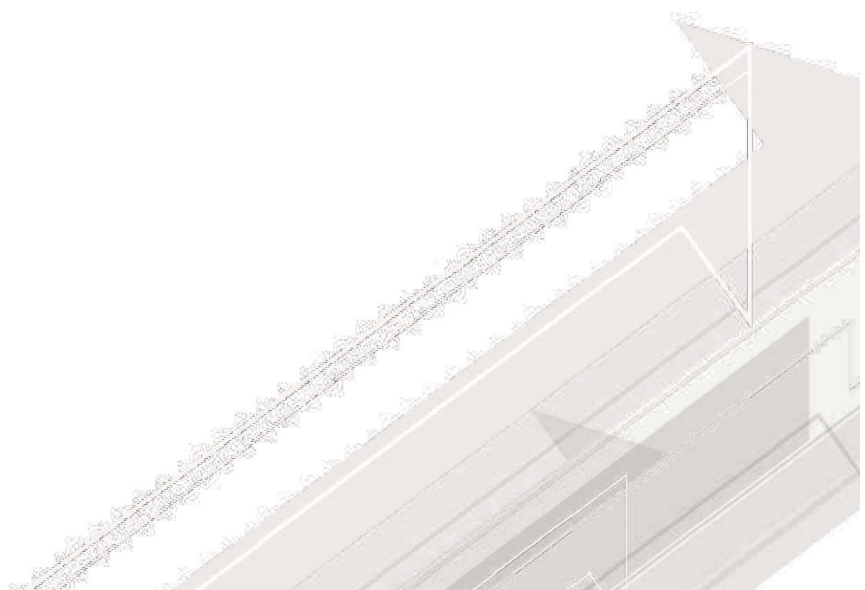
An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.



Part T2: Returnable Documents



T2.1 List of Returnable Documents

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

T2.2-01 **Stage One: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting

2.1.2. Stage Two as per CIDB: these schedules will be utilised for evaluation purposes:

T2.2.02 **Evaluation Schedule:** Management and CV's of Key Persons

T2.2.03 **Evaluation Schedule:** Previous Experience

T2.2.04 **Evaluation Schedule:** Approach Paper

Stage Three – Specific Goals

2.1.3. Returnable Schedules:

General:

T2.2-05 Schedule of Proposed Sub-consultant

T2.2-06 Intention to Tender

T2.2-07 Authority to submit tender

T2.2-08 Record of addenda to tender documents

T2.2-09 Letter of Good Standing

T2.2-10 Risk Elements

T2.2-11 Proposed Organisation Staffing

T2.2-12 Capacity and Ability to meet Delivery Schedule

2.1.4. Agreement and Commitment by Tenderer:

T2.2-13 RFQ Declaration Form

T2.2-14 Service Provider Integrity Pact

T2.2-15 Certificate of Acquaintance with Tender Document

T2.2-16 RFP – Breach of Law

T2.2-17 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-18 Supplier Code of Conduct

T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-20 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

T2.2-21 Non-Disclosure Agreement



2.1.5. Bonds/Guarantees/Financial/Insurance:

T2.2-23 Three (3) years audited financial statements

T2.2-24 Insurance provided by the *Consultant*

T2.2-25 Forecast Rate of Invoicing

2.1.6. Transnet Vendor Registration Form:

T2.2-26 Transnet Vendor Registration Form

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

2.3. C1.2 Contract Data

2.4.C2.1 Pricing Instructions (Activity Schedule)

2.5. C2.2 Activity Schedule)

T2.1 List of Returnable Documents

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



T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date



T2.2-01a: Specific Goals

1. B-BBEE Status Level of Contributor 1 or 2

Evidence to be provided:

- B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.

Please attach evidence here



T2.2-01a: Specific Goals

2. 30% Black Women Owned Entities

Evidence to be provided:

- **B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines**

Please attach evidence here

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

T.2.2-02: Evaluation Schedule: Management and CV's of Key Persons (40 points)

The Tenderer is to take note that evaluation of this schedule will be according to the criteria below.

1. The tenderer in relation to the required professional services (chairperson and secretariat services) will be evaluated as stated below:

2. The Chairperson's Qualifications.

The CV should be attached to this schedule and be structured under the following (or similar) headings:

- a) Personal particulars
- b) Qualifications (Provide certified copies of degrees, diplomas, grades of membership of professional societies and professional registrations)
- c) Years' of Experience in the environmental management field

Note: The qualifications referred to in this schedule are South African qualification as per the South African Qualifications Authority (SAQA) and regulated in terms of the National Qualifications Framework Act No. 67 of 2008. Where a CV makes reference to qualifications obtained outside of South Africa the tenderer should demonstrate that these are equivalent to the South African National Qualifications Framework (NQF levels).

Attached submissions to this schedule:

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

40 Points	Chairperson Tertiary Education 20	Chairperson Experience 20
Score 0	Failed to provide information.	Failed to provide information.
Score 20	Chairperson has a Senior Certificate as the highest qualification.	Chairperson has a 1 to 5 years' experience.
Score 40	Chairperson has a Diploma as the highest qualification.	Chairperson has a 6 to 9 years' experience.
Score 60	Chairperson has a Bachelors / B-Tech Degree as the highest qualification.	Chairperson has a 10 to 12 years' experience.
Score 80	Chairperson has a B Honours Degree as the highest qualification.	Chairperson has a 13 to 15 years' experience.
Score 100	Chairperson has a Master's Degree or more as the highest qualification.	Chairperson has more than 15 years' experience.

T2.2-03: Evaluation Schedule: Previous Experience (20 points)

Note to tenderers:

Tenderers are required to demonstrate their past experience in a Professional Field that would have capacitated them for the delivery of the required Professional Services (Chairperson and secretariat services).

Tenderers are required to demonstrate their past experience in the last 15 years. The tenderer is required to supply reference letters or completion certificates and sufficient detailed traceable reference list with contact details of previous and existing customers/ clients/ employers/ of at least 5 projects for which the Chairperson and Secretariat service was rendered. Reference to their participation and management of committees is to be included in the table format below (See Table 1).

To this end they shall supply a sufficiently detailed reference list and /or peers and a description of the works/ service/ tasks/ or projects that were undertaken by the committee/ board that they served on.

To accompany the Table, tenders should submit a brief write up of how their service in these sectors, fields, subjects, and disciplines, etc. would aide them in delivering the Chairperson and secretariat services for the Berth 203-205 Environmental Monitoring Committee (See EMC ToR in the annexures).

Fill in as many rows as needed for the previous projects undertaken, starting from the most recent projects completed:

(The table below is an example only)

Years of participation on project / task / assignment	Project / task / assignment Description	Customer / Clients / employer / peer	Contact details	Your role / accountability / and key responsibilities	Project Value / significance
Eg. 2011-2014	Eg. Steering Committee for the Development of the Proposed	Eg. Transnet National Port Authority	Eg. TNPA Business Unit representative – John Doe Designation	Eg. Steering Committee member and Chair	Eg. Planning and coordination function for the successful implementation of the Project Life Cycle (PLP) early phases (Concept and Pre-feasibility). Integrating the inputs of

	Island View Dig Out port		Phone Number Email		<p>the 5 Operating Divisions and ensuring the timeous delivery of all required inputs so as to ensure all interface requirements are met and dependencies were managed.</p> <p>Project Value in Rands - R ### mil.</p> <p>Project significance – proposed economic growth to KZN and positive net impact on GDP.</p>
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Table 1: Example of a reference list

Index of documentation attached to this schedule:

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The scoring of the Previous Experience will be as follows:

20 Points	Previous Experience 10	Reference Letters or Completion Certificates 10
Score 0	The tenderer has no experience with Chairperson and secretariat services.	The tenderer has supplied no reference letters or completion certificates
Score 20	1-3 Projects undertaken where Chairperson and Secretariat service were rendered.	The tenderer has supplied one (1) relevant reference letter or completion certificates from previous or existing clients on the Table.
Score 40	4 Projects undertaken where Chairperson and Secretariat service were rendered.	The tenderer has supplied two (2) relevant reference letters or completion certificates from previous or existing clients on the Table.
Score 60	5 Projects undertaken where Chairperson and Secretariat service were rendered.	The tenderer has supplied three (3) relevant reference letters or completion certificates from previous or existing clients on the Table.
Score 80	6 Projects undertaken where Chairperson and Secretariat service were rendered.	The tenderer has supplied four (4) relevant reference letters or completion certificates from previous or existing clients on the Table.
Score 100	7 Projects or more undertaken where Chairperson and Secretariat service were rendered.	The tenderer has supplied five (5) relevant reference letters or completion certificates from previous or existing clients on the Table.

T2.2-04: Evaluation Schedule - Approach Paper (40 points)

The tenderer is to submit an Approach Paper which responds to the scope of services as described in the *Berths 203 to 205 EIA Expansion – Environmental Monitoring Committee (EMC); EMC Terms of Reference*

The approach paper should articulate what the tenderer will provide (Chairperson and secretariat services), and how they will render their services in achieving the stated objectives for the EMC.

The approach paper should explain the methodologies which are to be adopted (for people management, task management, meeting facilitation, conflict resolution, information collation and dissemination) and demonstrate its compatibility with the stated objectives for the EMC. The approach should also include and outline processes/ procedures to meet the requirements and identifies risks and how risks will be managed for each component.

The Approach Paper should cover the following components:

- 1. People/Stakeholder Management;**
- 2. Task Management;**
- 3. Meeting facilitation;**
- 4. Conflict Resolution; and**
- 5. Information collation and dissemination**

The tenderer must attach his / her approach paper to this page

Index of documentation attached to this schedule:

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40 Points	Approach is clearly articulated in terms of understanding the objective of the EMC
Score 0	The tenderer has submitted no information to determine the score.
Score 20	The approach addressed 1-2 of the five components of the Employer's objectives and includes processes/procedures, risk identification and management.
Score 40	The approach addressed 3-4 of the five components of the Employer's objectives and includes processes/procedures, risk identification and management.
Score 60	The approach addressed all five components of the Employer's objectives and includes processes/procedures, risk identification and management.
Score 80	The approach addressed all five components of the Employer's objectives and includes processes/procedures, risk identification and management as well as measures to promote continuous improvement.
Score 100	The approach addressed all five components of the Employer's objectives and includes processes/procedures, risk identification and management, measures to promote continuous improvement and the monitoring and evaluation of the set objectives.

2.1.3 Returnable Schedules:

General:



T2.2-05: Schedule of Proposed *Sub-consultants*

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

Note to tenderers:

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

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

Provide information of the *sub-consultants* below:

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

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

Name of Proposed <i>sub-consultants</i>			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	



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

**T2.2-06: Intention to Tender****To be returned within 5 days after receipt (8 February 2023)**

Transnet National Port Authority	TNPA/2023/09/0003/43377/RFP
Attention	Shani Evans
e-mail	Shani.kleyn@transnet.net
	Closing Date: 16 February 2023
	(16h00)

For: Provision for the Environmental Monitoring Committee (EMC) Chairperson, inclusive of Secretariat services for the DCT Berths 203 to 205 Reconstruction, Deepening and Lengthening

Check

We: Do wish to tender for the work and shall return our tender by **Yes ☐ No ☐**
the due date above

Any clarifications are to be mailed to: shani.kleyn@transnet.net, and all responses will be communicated to all tenderers in writing via e-mail.

Company:

Contact:

Phone No:

e-mail Address:

REASON FOR NOT TENDERING:

SIGNATURE: _____

DATE: _____



T2.2-07: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

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

Name	Address	Signature	Date

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



C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms

_____, an authorised signatory of the company _____

_____, acting in the capacity of lead partner, to sign

all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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

D. Certificate for Sole Proprietor

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

Signed	Date	
Name	Position	Sole Proprietor



T2.2-08: Record of Addenda to Tender Documents

This schedule as submitted confirms that the following communications received from the *Employer's Agent* 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		
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14		
15		



T2.2-09 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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T2.2-10: Risk Elements

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

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

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

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

T2.2-11: Proposed Organisation and staffing

Attached submissions to this schedule:

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The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

T2.2-12: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

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

A schedule detailing the following:

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

Index of documentation attached to this schedule:

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2.1.4 Agreement and Commitment by Tenderer:

T2.2-13: RFP 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.



T2.2-14 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 *Consultant* (hereinafter referred to as the "Tenderer/Service Providers/*Consultant*")



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/ *Consultant*.

In order to achieve these goals, Transnet and the Tenderer/Service Provider/ *Consultant* hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Tenderer's/Service Provider's/ *Consultant'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/ *Consultant'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/ *Consultant* 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/ *Consultant's* 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/ *Consultant* with equity, transparency and fairness. Transnet will in particular,



before and during the registration process, provide to all Tenderers/Service Providers/*Consultants* the same information and will not provide to any Tenderers/Service Providers/*Consultants* confidential/additional information through which the Tenderers/Service Providers/*Consultant's* 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/*Consultant's* 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/*Consultant's* 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/*Consultant's* 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/*Consultant* 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/*Consultant* commits to the following:
 - a) The Tenderer/Service Provider/*Consultant* 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/*Consultant* 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/*Consultant* 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/*Consultant* will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/*Consultant*. 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/*Consultant* will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/*Consultant* 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/*Consultant* 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 / *Consultant* 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/*Consultant* 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/*Consultant* or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/*Consultant* 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/*Consultant* will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/*Consultant* 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 4.2 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/*Consultant* 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/*Consultant* into question, Transnet may reject the Tenderer's / Service Provider's / *Consultant's* application from the registration or tendering process and remove the Tenderer/Service Provider/*Consultant* from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/*Consultant* 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 / *Consultant* 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/*Consultant* 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/*Consultant* 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 *Consultant* 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/*Consultant* 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/*Consultant's* database or any tendering process.

7.2 If it is found to be that the Tenderer/Service Provider/*Consultant* made an incorrect statement on this subject, the Tenderer/Service Provider/*Consultant* can be rejected from the registration process or removed from the Tenderer/ Service Provider/*Consultant* 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/*Consultant* from the tendering process or call off the pre-contract negotiations without giving any compensation the Tenderer/Service Provider/*Consultant*. However, the proceedings with the other Tenderer/ Service Provider/*Consultant* may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Tenderer/Service Provider/*Consultant*;
- 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/*Consultant*, 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/*Consultant*; and
- f) Exclude the Tenderer/ Service Provider/*Consultant* 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/*Consultant* 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/ *Consultant*:
- 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/*Consultant* 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/*Consultant*.

10 DISPUTE RESOLUTION

- 10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / *Consultant*. When a dispute arises between Transnet and its Tenderer / Service Provider / *Consultant*, 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 / *Consultant* make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / *Consultant* 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 / *Consultant* 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/*Consultant* be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/*Consultant* 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 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

T2.2-16: 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

T2.2-17 : ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

Section 8: The attached SBD6.1 must be completed for each tender and be attached as a requirement.

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

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

Signed

Date

Name

Position

Enterprise
name

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to below R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

DISCRIPTION	POINTS
PRICE	80
B-BBEE Status Level of Contributor 1 or 2	10
30% Black Women Owned Entities	10
Non-compliant and/or Level 3-8 contributors	0
Total points for Price and Specific Goals must not exceed	100

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

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

required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	Valid B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accepted) as per DTIC guidelines
Non-Compliant and/or B-BBEE Level 3-8 contributors	

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

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

EME¹	<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.
- 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.

¹ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;

- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

BIDDER'S DISCLOSURE (SBD 4)

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening

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

or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-18 : 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

T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

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

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is (..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

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

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

2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

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

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

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

YES	
-----	--

NO	
----	--

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

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

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2022

Name: _____

Title: _____

Signature: _____

.....(insert name of Tenderer/Contractor)

Authorised signatory for and on behalf of(insert name of Tenderer/Contractor) who warrants that he/she is duly authorised to sign this Agreement.

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____



T2.2-20 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent (Complete with a "Yes" or "No")

A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO	
-------------	--	--------------------------------	--	-----------------------------------	--

List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.

No	Name of Entity/ Business	Role in the Entity /Business (Nature of interest/Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent]

service level on the

following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

-



T2.2-21 NON-DISCLOSURE AGREEMENT



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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid** or **Bid Document** (hereinafter Tender) means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;



- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
- 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
- 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
- 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;
- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.



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



3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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



7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-23: Three (3) years audited financial statements.

Attached to this schedule is the last three (3) years audited financial statements of the single tenderer/members of the Joint Venture.

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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Consultant:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Consultant:

Date of audited financial statement	Total Revue for year
	R
	R
	R

Consultant:

Date of audited financial statement	Total Revue for year
	R
	R
	R

T2.2-24: Insurance provided by the *Consultant*

Clause 81.1 in NEC3 Professional Services Contract (June 2005)(amended June 2006 and April 2013) requires that the *Consultant* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 81.1 of the PSC)	Minimum amount stated in the Contract Data & Name of Insurance Company	Cover	Premium
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use the skill and care normally used by professionals providing services similar to the <i>services</i>	The amount stated in the Contract Data		
Liability for death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the Consultant	The amount stated in the Contract Data for any one event		
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by the applicable law and the amount stated in the Contract Data for any one event		
(Other)			



Project Professional Indemnity Insurance Policy

Transnet SOC Limited

The Insured named in the Schedule having applied to the Insurers for the Insurance and in consideration of the payment of the premium by the Insured or on his behalf and having agreed that any proposal or other information supplied by the Insured or on his behalf shall be the basis of this contract of insurance, the Insurers agree to indemnify the Insured subject to the terms Exclusions and Conditions of this Policy.

This is to certify that in accordance with the authority granted under Section 48A of the Short Term Insurance Act No.53 of 1998 to

Stalker Hutchison Admiral (Pty) Ltd

The Underwriter

Company Reg. Number: 1985/00368/07
VAT Number: 4310103082
FSP Number: 2167

By

Santam Limited

The Insurers

Company Reg. Number: 1918/001680/06
VAT Number: 4440102095
FSP Number: 3416

A handwritten signature in black ink, appearing to read 'J. van der Merwe', is written over a horizontal line. Below the line, the word 'Underwriter' is printed.

Underwriter

13 March 2018

Date

SCHEDULE

The Insured

1. As the Employer

- 1.1 **Transnet SOC Limited**
- 1.2 Transnet Group Capital
- 1.3 National Ports Authority
- 1.4 their subsidiary and/or associated companies and organisations including Divisions and Companies in which they have direct or indirect control and organisations or persons for whom any of the above undertake to arrange insurance including consortia joint ventures and partnerships

2. As the Contractor

- 2.1 the Employer to the extent that the Employer undertakes work in connection with the Insured Contract
- 2.2 Contractors undertaking work in connection with the Insured Contract
- 2.3 sub-contractors undertaking work in connection with the Insured Contract
- 2.4 transporters and persons providing a storage facility in respect of liability loss or damage arising out of the Insured Contract
- 2.5 all consultants, sub-consultants, contractors and sub-contractors, other parties responsible for the provision of any services, suppliers, vendors, manufacturers or other advisors or consultants appointed in respect of the Insured Contract

for their respective rights and interests

The Insured's VAT Number : **4720103177**

The Insured Contract : All contracts and works undertaken by or on behalf of the Insured in connection with the **Durban Harbour Berth 203 – 205 Deepening Project**, as more fully described in the contract documentation.

The Insurer	Reference No.	Percentage
Santam Limited (Company Registration No. 1918/001680/06) (VAT Registration No. 4440102095)	6000/70746	100%

Retroactive Date : Inception of conceptual design (maximum 3 years)

Territorial Limits : Worldwide but excluding North America



**SCHEDULE
(Continued)**

Period of Insurance : From 22 February 2018 to 21 February 2028
(both dates inclusive)

Inclusive of the maintenance or defects liability period as may be defined in the Insured Contract documents but not exceeding 12 months.

Minimum & Deposit Premium : R 15,184,700.00 (Adjustable @ 0.275% on final Contract Value)

VAT @ 14% R 2,125,858.00

Total R 17,310,558.00

1st Instalment Inception : R 16,339,462.68 (Inclusive of 14% VAT)

2nd Instalment February 2019 : R 971,095.32 (Inclusive of 14% VAT)

Broker Commission

(Included in the Premiums above) : 20%

In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively and supercedes any policy documentation or renewal notice issued by Insurers for this purpose.

All amounts stated in this Policy are expressed exclusive of VAT. In settling claims the Insurer will add VAT at 14% to the VAT exclusive settlement to allow for a vendor insured's output VAT liability under section 8(8) of the VAT Act. For clarity it is noted that in cases where an excess/deductible is expressly recovered by the Insurer from the Insured the excess / deductible in terms of the policy does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence

Estimated Contract Value : R 5,521,711,777

Broker : Willis South Africa (Pty) Limited
(Company Registration No. 1997/020469/07)
(VAT Registration Number 4860173659)

Limits of Indemnity : R 200,000,000 each and every Occurrence
: R 400,000,000 in the Aggregate

Claims Preparation Costs : R 2,000,000 each and every Occurrence

Deductible : R 2,000,000 each and every Occurrence

APPLICATION OF INDEMNITY

The Indemnity hereunder applies only to such liability as defined in this Policy arising out of the Contract specified in the Schedule.

This insurance will apply only to claims first made against the Insured during the Period of Insurance (or within 30 days of expiry unless further insurance in substitution hereof has been effected by or on behalf of the Insured which will indemnify the Insured). This insurance shall not apply to any claims made against the Insured:

1. arising from circumstances known to the Insured at the inception of this Policy which could reasonably have been foreseen to give rise to a claim against the Insured; nor
2. arising from any circumstances advised to the insurers of any other policy prior to the inception date hereof; nor
3. arising from any circumstance occurring or alleged to have occurred prior to the applicable Retroactive Date stated in the Schedule.

If, however, subject always to the above provisions, the Insured notifies Insurers during the Period of Insurance in accordance with Condition 1 hereof, of any circumstance occurring after the applicable Retroactive Date, any claim or claims which may subsequently arise in connection with such reported circumstances shall be treated as having been made during the Period of Insurance.

Limits of Indemnity

Insurers' total liability to pay damages including interest thereon and claimants' costs and expenses and also Costs and Expenses in connection therewith shall not exceed the sum stated under Limits of Indemnity in respect of any one Occurrence but in respect of all Occurrences during the Period of Insurance where stated in the Aggregate, in the Schedule. The Limits of indemnity are in excess of the Deductibles.

Deductibles

The Deductible stated in the Schedule is the first amount payable by the Insured and applies to each and every Occurrence.

Jurisdiction

The indemnity provided by this Policy applies in respect of any judgement, award or settlement made anywhere in the world, excluding any judgement, award or settlement first made in North America or any order made anywhere in the world to enforce such judgement, award or settlement first made either in whole or in part in North America.

DEFINITIONS

For the purpose of this Policy the following terms shall mean:

1. Occurrence

An event or series of events arising from one originating cause or source.

2. Costs and Expenses

Costs, charges and expenses incurred by the Insurers and incurred by the Insured with the Insurers' prior written consent (which consent shall not be unreasonably withheld) for

2.1 defence or settlement

2.2 representation at any inquest or accident inquiry in respect of Injury

2.3 proceedings in a Court of Summary Jurisdiction

3. Pollution

The emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous, or thermal contaminants or irritants, including vapours, smell, odours, humidity, fumes; smoke, soot or other airborne particulates; acids, alkalis, chemicals and waste; electromagnetic waves, noise, vibrations; other emission of effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water.

4. Professional Activities or Duties of The Insured

The Professional Activities or Duties of the Insured being those as declared to Insurers shall include but not be limited to the Design, Supervision and Specification of **Durban Harbour Berth 203 – 205 Deepening Project**, as may be more fully described in the contract documentation as may be amended from time to time.

It is further acknowledged by Insurers that the Insured may in addition and from time to time accept the duties and responsibilities of, but not limited to;

1. Architects, Engineers, Project Managers and Surveyors.
2. Such other Specialist Consultants as would normally be appointed under the direction or control of any disciplines referred to in 1 above.

Such Professional Activities and Duties do not include:

- a) Labour and Construction work which would normally be the responsibility of the Building or Engineering Contractor.
- b) Supervision of the construction work usually undertaken by a building or engineering contractor unless such supervision is under the direct control of a suitably qualified person conforming to minimum industry standards (a suitably qualified person is defined as a person holding a recognised university or technical qualification in the fields defined and such other nominated persons as may be declared to and approved by the Insurers);

DEFINITIONS
(Continued)

5. Documents shall mean

Films, photographs, tapes, computer systems records, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the Insured in the business and owned by them or for which they are responsible.

6. North America

The United States of America (being the fifty states of the union plus the district of Columbia), Canada and any territory operating under the laws of the afore-mentioned territories.

PROFESSIONAL INDEMNITY

A. Legal Liability

The Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause in respect of damages which the Insured or other parties appointed by the Insured shall become legally liable to pay in consequence of any neglect, error or omission by or on behalf of the Insured or those for whom the Insured is responsible in the conduct or execution of their Professional Activities and Duties as defined.

B. Prior To Handover

Insurers will also indemnify the Insured against Loss arising out of any defect in the Works discovered prior to the issue of any practical completion or take-over certificate or any defect in a product prior to it having left the custody and control of the Insured, provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured or other parties appointed by the Insured or those for whom the Insured is responsible.

The onus of proving a claim under this Indemnity Clause B shall be upon the Insured who will be obliged to give prior written notice to the Insurers of the intention to take such action as is necessary to rectify such defect and obtain the Insurers written agreement to such action being taken and the costs and expenses expected to be expended.

Loss for purposes of this Indemnity Clause B shall mean actual expenses (including re-design or replacement) reasonably and necessarily incurred with the Insurers prior written consent in rectifying any defect in the Works.

Works for purposes of this Indemnity Clause B shall mean:

- (i) the permanent works and all materials and other things intended for incorporation in the permanent works;
- (ii) any temporary works which shall include but not be limited to all site accommodation, structures, constructional aids, equipment or machinery (other than self-propelled, wheeled or tracked plant) used or intended for use in the performance of the Insured Contract regardless of whether they are intended to form part of the permanent works after completion of the Insured Contract or not;
- (iii) construction plant specifically designed for use in the performance of the Insured Contract;
- (iv) specification or method of operation but only to the extent that such design, specification or method of operation has been implemented.

In the event of Insurers not accepting the Insured's proof of a claim it is agreed that an independent Engineer acceptable to both Insurer and Insured be appointed to adjudicate and that both parties accept the decision of such independent Engineer.

C. Costs and Expenses

The Insurers will pay Costs and Expenses in respect of any claim made against the Insured alleging neglect, error or omission or alleging negligent breach of a Professional Activity or duty provided that the Insurers' liability shall not exceed the Limit of Indemnity stated in the Schedule of Limits of Indemnity inclusive of such Costs and Expenses.

EXTENSIONS

1. Indemnity to Others

The indemnity granted shall extend:

- 1.1 in the event of the death or legal incompetency of the Insured, to the estate, heirs, legal representatives or assignees of the Insured;
- 1.2 to any legal representative of the Insured in the event of the bankruptcy or insolvency of the Insured;
- 1.3 to any person who was or is or may hereafter be a director, officer or Employee of the Insured and such consultants of the Insured in their business capacity in respect of liability arising out of the performance of the Insured Contract.

Provided always that any such person, party or entities shall observe, fulfill and be subject to the terms, Exclusions and Conditions of this Policy as though the named Insured and no greater indemnity is available to any of the aforesaid than would have been to the named Insured had the claim been brought against the named Insured.

2. Cross Liabilities

Each legal entity indemnified is indemnified separately in respect of claims made against any of them by any other provided that the Insurers' total liability shall not exceed the applicable Limit of Indemnity.

3. Claims Preparation Costs

The insurance under this Policy is extended to include costs incurred by the Insured in producing and certifying any particulars or details required by Insurers in order to investigate any claim, provided that the liability of Insurers for such costs shall not exceed the amount stated in the Schedule of limits of Indemnity in respect of any one claim.

4. Primary

It is expressly understood and agreed that this Policy provides primary cover for the Insured and that in the event of loss, damage or liability covered by this Policy which is also covered either in whole or in part under any other policy or policies of insurance effected by or on behalf of any of the parties comprising the Insured the Insurers will indemnify the Insured as if such other policy or policies of insurance were not in force.

5. No Contractual Limitation of Liability

It is hereby declared and agreed, subject to the terms Conditions and Exclusions (specific and general) of this Policy, that notwithstanding the insured parties having contractually excluded or limited their liability, each to the other, for re-design, rectification, replacement or material damage in relation to the Insured Contract, the Insurer will not, subject to the application of Exclusion 25, rely on such limitation of liability in determining the amount of the indemnity payable under this Policy or in the defence or settlement of any claim against an Insured.

EXCLUSIONS

This Policy does not cover liability:

1. 1.1 directly or indirectly caused by Pollution, provided always that this Exclusion shall not apply to liability for Injury or Damage where such Pollution is caused by a sudden, unintended and unexpected happening occurring during the Period of Insurance
- 1.2 for the cost of removing, nullifying or cleaning-up the effects of such Pollution unless it is caused by a sudden, unintended and unexpected happening occurring during the Period of Insurance;

this Exclusion shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Exclusion not been incorporated herein.

2. arising out of the deliberate, conscious and intentional disregard by the Insured's technical or administrative management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim.
3. for any loss or damage occasioned by or in consequence directly or indirectly out of any of the following:

war invasion, act of foreign enemy, hostilities or war-like operations (whether war be declared or not) or civil war.

mutiny, military rising, military or usurped power, martial law, state of siege or any other event which determines the proclamation or maintenance of martial law or state of siege.

insurrection, rebellion or revolution.

any act of terrorism.

For the purpose of this exclusion, terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurers allege that by reason of this definition a loss, damage or expense is not covered by this Agreement, the burden of proving that such loss, damage or expense is covered shall be upon the Insured.

4. 4.1 for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- 4.2 for any legal liability of whatsoever nature

Directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

EXCLUSIONS

(Continued)

For the purpose of this Exclusion only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this policy shall not apply to nor include any loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

5. for fines, penalties, punitive, exemplary or multiple damages, demurrage, dead-freight, pre-estimated liquidated damages.
6. for penalty clauses or performance warranties.
7. for any amounts including damages, claimants' costs and expenses and the Insured's Costs and Expenses falling within the Deductible(s) if any.
8. whether actual or alleged for any claim or claims in respect of loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.
9. arising out of any dishonest, fraudulent, malicious or illegal act of the Insured, their predecessors in business or any director, officer or Employee of the Insured or their predecessors.
10. for medical malpractice which shall mean any negligent act, error or omission in the professional services rendered or which should have been rendered by any medical practitioner, nurse or other medical official in the full or part time service of the Insured.
11. for failure to meet contractual requirements relating to efficiency, output or durability unless such failure relates to unintentional negligent act, error or omission in connection with detailed design and / or detailed specification and / or professional supervision.
12. made against any person insured in terms of this Policy for actions/omissions in his/her capacity as a director or officer of any company.
13. arising out of the failure by the Insured to meet completion dates.
14. arising out of the failure of the Insured in effecting or maintaining Insurance or to procure or maintain finance or any guarantee or suretyship in respect of any contract of supply.
15. arising from financial estimates / cost overruns unless as resulting from any neglect, error or omission arising from the performance of the Professional Activities or Duties of The Insured.
16. arising out of incorrect authorisation of payment certificates unless it arose from an unintentional error.
17. due to or in connection with deliberate breach of any statutory regulation on the part of the Insured's senior technical or administrative management.

EXCLUSIONS
(Continued)

18. arising from the insolvency of the Insured.
19. arising from the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor.
20. arising from the loss of Documents.
21. arising out of or in consequence of death of or injury to, illness or disease contracted by any person employed by or under a contract of service or apprenticeship to the Insured and arising out of such employment, service or apprenticeship.
22. arising out of or in consequence of the ownership, use, occupation or leasing of property (mobile and / or fixed) by, to or on behalf of the Insured.
23. arising out of or in consequence of the withholding of payment by any Principal / Employer (howsoever described) irrespective of the alleged cause.
24. for consequential losses other than cost of re-design, rectification, replacement or material damage as a consequence of the defect.
25. for any amount for which the Insured is indemnified under the Contract Works or Public Liability policies arranged for the Insured Contract.
26. any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act No. 89 of 1998 as amended or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose.
27. and Insurers shall not indemnify and Insurers shall not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the edicts, recorded principles, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made

CONDITIONS

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear.

This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

1. Claims

- 1.1 The Insured shall give written notice to the Insurers as soon as practicable of any claim made against the Insured (or of any specific event or circumstance which may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the Insurers require. Every claim, writ, summons or process and all documents relating to the claim, event or circumstance shall be forwarded to the Insurers immediately when they are received by the Insured.
- 1.2 the Insurers shall be entitled to investigate all and any matters which in their absolute discretion are relevant to the foregoing and the Insured shall do all things necessary to enable the Insurers to investigate as aforesaid.

2. Insurer's Rights After an Event

The Insured shall not without the consent in writing of the Insurers make any admission offer promise or payment in connection with any claim against the Insured or circumstance or other matter or thing which may give rise to a claim under this Policy. The Insurers shall be entitled but not obliged to take over and conduct in the name of the Insured the settlement or defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall make available such information and afford access to such records as the Insurers may require.

3. Material Facts

The Insured shall give notice to the Insurers as soon as reasonably practicable of any material variation in any of the facts, or information supplied to the Insurers by or on behalf of the Insured at the time this Policy was effected or renewed. The Insurers may amend the terms of this Policy according to the materiality of such information.

4. Insured's Duties

The Insured shall at all times take all reasonable precautions to prevent any circumstance matter or thing which may give rise to a claim under this Policy.

CONDITIONS
(Continued)

5. Relinquishment of Claims

The Insurers may at any time pay to the Insured in connection with any claim or series of claims under the Policy the appropriate Limit of Indemnity or any lesser amount for which such claim can be settled, plus Costs and Expenses incurred prior to the date of such payment, provided that the total amount so payable including such costs and expenses shall not exceed the Limit of Indemnity, and upon payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such claims.

6. Fraud

If any claim under this Policy is in any respect fraudulent the benefit afforded under this Policy in respect of any such claim shall be forfeited.

7. Due Observance

The due observance and fulfillment of any of the provisions of this Policy that requires anything to be done or complied with by the Insured and the truth of the answers and statements in the facts or information supplied by or on behalf of the Insured are precedent to any liability of the Insurers in respect of any claim made by the Insured under this Policy.

8. Reasonable Precautions

This Policy does not cover liability arising out of the deliberate, conscious and intentional disregard by the Insured's technical or administrative management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim.

9. Compliance with Statutory Regulations

If any claim under this Policy is due to or in connection with deliberate breach of any statutory regulation on the part of the Insured's senior technical or administrative management; the benefit afforded under this Policy in respect of any such claim shall be forfeited.

10. Cession

The benefits under this Policy may not be ceded, transferred, assigned, made-over or delegated by the Insured. The Insurers shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported cession or assignment whether complete or conditional or other dealing with or relating to this Policy.



Single Project Excess Layer Insurance Policy

Transnet SOC Limited

The Insured named in the Schedule having applied to the Insurers for the Insurance and in consideration of the payment of the premium by the Insured or on his behalf and having agreed that any proposal or other information supplied by the Insured or on his behalf shall be the basis of this contract of insurance, the Insurers agree to indemnify the Insured subject to the terms Exclusions and Conditions of this Policy.

This is to certify that in accordance with the authority granted under Section 48A of the Short Term Insurance Act No.53 of 1998 to

Stalker Hutchison Admiral (Pty) Ltd

The Underwriter

Company Reg. Number: 1985/00368/07
VAT Number: 4310103082
FSP Number: 2167

By

Santam Limited

The Insurers

Company Reg. Number: 1918/001680/06
VAT Number: 4440102095
FSP Number: 3416

A handwritten signature in black ink, appearing to read 'J. P. Smith', is written over a horizontal line. Below the line, the word 'Underwriter' is printed.

Underwriter

08 March 2018

Date

SCHEDULE

The Insured

1. As the Employer

- 1.1 **Transnet SOC Limited**
- 1.2 Transnet Group Capital
- 1.3 National Ports Authority
- 1.4 their subsidiary and/or associated companies and organisations including Divisions and Companies in which they have direct or indirect control and organisations or persons for whom any of the above undertake to arrange insurance including consortia joint ventures and partnerships

2. As the Contractor

- 2.1 the Employer to the extent that the Employer undertakes work in connection with the Insured Contract
- 2.2 Contractors undertaking work in connection with the Insured Contract
- 2.3 sub-contractors undertaking work in connection with the Insured Contract
- 2.4 transporters and persons providing a storage facility in respect of liability loss or damage arising out of the Insured Contract
- 2.5 All appointed engineering consultants architects land surveyors, quantity surveyors or advisors in respect of their involvement in the performance of the Insured Contract at the Contract Site but excluding loss damage or liability arising out of neglect act error or omission in the professional service for which they are appointed.

For their respective rights and interests

Insured's VAT Number : 4720103177

Insurers : Santam Limited
(Company Registration No. 1918/001680/06)
(VAT Registration No. 4440102095)

Broker : Willis South Africa (Pty) Limited
(Company Registration No. 1997/020469/07)
(VAT Registration Number 4860173659)

Policy Number : 6000/70747

Insured Contract : Durban Harbour Berth 203 – 205 Deepening Project

Contract Site : Any location where work in terms of the Insured Contract is undertaken together with so much of the surrounding area as is required.



**SCHEDULE
(Continued)**

Territorial Limits	:	Worldwide but excluding North America
Period of Insurance	:	From: 22 February 2018 To: 01 February 2025 (both days inclusive) Followed by 12 maintenance or defects liability period as may be detailed in the Contract Documents
Limit of Indemnity	:	R 175,000,000 Ultimate Net Loss
Minimum & Deposit Premium	:	R545,000.00 (Non-Adjustable)
VAT @ 14%	:	<u>R 76,300.00</u>
Total	:	R621,300.00
Broker Commission (Included in the Premiums above)	:	20%
Value Added Tax	:	In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively and supercedes any policy documentation or renewal notice issued by Insurers for this purpose.

All amounts stated in this Policy are expressed exclusive of VAT. In settling claims the Insurer will add VAT at 14% to the VAT exclusive settlement to allow for a vendor insured's output VAT liability under section 8(8) of the VAT Act. For clarity it is noted that in cases where an excess/deductible is expressly recovered by the Insurer from the Insured the excess / deductible in terms of the policy does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence

Underlying Insurances

Class	Insurers	Policy Number	Indemnity Basis	Indemnity Limit
Public Liability	Mirabilis Engineering Underwriting – 50% Hollard Insurance – 30% Consort Technical Underwriting – 20%	TBA	Occurrence	R25,000,000 each and every Occurrence

or any policy or policies issued in substitution thereof for the same amount effected by the Insured



EXCESS LAYER POLICY

1. Operative Clause

The Insurers will indemnify the Insured for Ultimate Net Loss for and/or in consequence of injury and/or damage.

Except as otherwise provided herein this Policy is subject to the same terms, exclusions, conditions and definitions as the Underlying Insurances and Insurers agree to follow the insuring clause of any appropriate Underlying Insurance to determine the basis of indemnity, being either

a claim or claims as a result of an occurrence happening during the Period of Insurance "Occurrence Basis", or

a claim or claims first made against the Insured during the Period of Insurance "Claims Made Basis"

The interpretation of the insuring clause of the Underlying Insurance will be the decision of Insurers hereon, not of the underlying insurers.

If the Underlying Insurance is on a "claims made basis", Insurers hereon will deal with any Claim arising out of an event or circumstance first notified during the Period of Insurance as if the Claim had been made during such period.

Provided always that the liability of the Insurers shall not be increased beyond the Limit of Indemnity stated in the Schedule this Policy will,

in the event of reduction or exhaustion of any aggregate limit of indemnity under the Underlying Insurances by reason of claims paid thereunder, pay the excess of the reduced underlying limit;

in the event of exhaustion of any aggregate limit of indemnity under the Underlying Insurances by reason of claims paid thereunder continue in force as underlying insurance.

2. Definitions

2.1 Costs Incurred

The Insurers will pay costs and expenses not recoverable under the Underlying Insurances incurred with their prior written consent arising in connection with any claim which forms the subject of indemnity by this Policy

2.2 North America

The United States of America (being the fifty states of the union plus the district of Columbia), Canada and any territory operating under the laws of or subject to the jurisdiction of courts of the afore-mentioned territories.

EXCESS LAYER POLICY
(Continued)

2.3 Pollution

The emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous, or thermal contaminants or irritants, including vapours, smell, odours, humidity, fumes; smoke, soot or other airborne particulates; acids, alkalis, chemicals and waste; electromagnetic waves, noise, vibrations; other emission of effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water.

2.4 Ultimate net Loss

The sum actually paid or payable as a consequence of any claim or series of claims arising from one originating cause or source for

2.4.1 damages in settlement of losses for which the Insured is legally liable including claimants' costs and expenses and

2.4.2 Costs Incurred in such settlement,

in excess of the limits of indemnity afforded by the Underlying Insurances in force or which would have been afforded thereby in the absence of any excess or deductible clause excluding only the salaries of the Insured or of any underlying insurers' permanent employees

3. Limit of Indemnity

The Ultimate Net Loss payable by the Insurers under this Policy shall not exceed the sum stated in the Schedule.

Furthermore in respect of any Scheduled Underlying insurances stated to be subject to an aggregate limit, the Ultimate Net Loss payable by the Insurers under this Policy shall similarly not exceed the Limit for Ultimate Net Loss as stated in the Schedule in the aggregate during the Period of Insurance.

4. Jurisdiction

The Indemnity provided by this Policy applies in respect of any judgement, award or settlement made in accordance with the law and procedure applicable anywhere in the world but not in respect of any judgment, award or settlement made within countries which operate under the laws of North America (or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

5. Exclusions

This Policy does not grant indemnity in respect of claims:

5.1 indemnified by the Underlying Insurances.

5.2 uninsured by the Underlying Insurances by virtue of any excess and/or deductible clause thereunder or which do not form the subject of indemnity by the Underlying Insurances.

EXCESS LAYER POLICY
(Continued)

- 5.3 which form the subject of any Extension to the Underlying Insurances where the liability of Insurers under such Extension is less than the Indemnity Limit of the Underlying Insurances specified in the Schedule to the Policy.
- 5.4 whether actual or alleged for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving or to the extent contributed to by the hazardous nature of asbestos in whatever form or quantity. This Exception does not apply to any Personal or Motor Liability Sections, if included in any Underlying Policy.
- 5.5 for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
- 5.5.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war, insurrection, rebellion or revolution, mutiny, military rising, military or usurped power, martial law or state of siege or any other event which determines the proclamation or maintenance of martial law or state of siege;
- 5.5.2 any act of terrorism
- For the purpose of this exclusion an act of terrorism means an act of violence or an act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government(s), or to put the public or any section of the public, in fear.
- If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
- 5.5.3 loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to 5.5.1 and 5.5.2 above
- If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
- In the event of any portion of this Exclusion being found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- 5.6 for fines, penalties, punitive or exemplary damages
- 5.7** whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act No. 89 of 1998 as amended or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose.

EXCESS LAYER POLICY
(Continued)

- 5.8 for Injury or Damage directly or indirectly caused by Pollution provided always that this Exclusion 5.8 shall not apply to liability for Injury or Damage where such Pollution is caused by a sudden, unintended and unexpected happening occurring during the Period of Insurance;

for the cost of removing, nullifying or cleaning-up the effects of such Pollution unless the Pollution is caused by a sudden, unintended and unexpected happening occurring during the Period of Insurance; nothing herein shall be construed as extending this Insurance to indemnify to the Insured for any liability which would not have been indemnified under this insurance in the absence of this Exclusion 5.8

- 5.9 for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss

for any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this Exclusion only combustion shall include any self-sustaining process of nuclear fission.

The indemnity provided by this policy shall not apply to nor include any loss destruction damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

- 5.10 5.10.1 for circumstances known to the Insured at the inception of this Policy which could reasonably have been foreseen to give rise to a claim against the Insured.

5.10.2 for circumstances advised to the Insurers of any other policy attaching in a period prior to the Period of Insurance.

5.10.3 for claims made against the Insured and notified to the Insurers of any other policy attaching in a period prior to the Period of Insurance.

5.10.4 for claims made or circumstances occurring where insurance replacing in whole or in part the indemnity afforded by this Policy is obtained by the Insured regardless whether such replacing insurance provides for loss sustained, circumstances occurring or claims made against the Insured.

- 5.11 except for so much of any compensation payable in respect of liability for death of or bodily injury to persons being carried in or upon or getting into or alighting from a vehicle, for injury which –

5.11.1 is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle, or

EXCESS LAYER POLICY
(Continued)

5.11.2 is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability –

- a) the insured is compelled to effect insurance or otherwise furnish security, or
- b) the State or other governmental authority has accepted responsibility, or
- c) is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the injury of another person as a result of the driving of a motor vehicle.

This exclusion shall apply notwithstanding that no insurance under such legislation is in force or has been effected, or that compensation is not paid for any reason whatsoever.

5.12. and Insurers shall not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

6. Conditions

This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of the Policy or the Schedule shall bear such specific meaning wherever it may appear.

This Policy shall be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

6.1 The following are conditions precedent to the granting of indemnity by the Insurers of this Policy :

6.1.1 the Underlying Insurances are warranted to be in force throughout the currency of this Policy for not less than the Indemnity Limits shown

6.1.2 any alteration to the terms, Exclusions or Conditions of any of the Underlying Insurances must be disclosed immediately in writing to the Insurers of this Policy and their written confirmation obtained in continuation of cover under this Policy.

6.2 Liability to pay under this Policy shall not attach unless and until the Insurers of the Underlying Insurance shall have paid or have admitted liability or have been held liable to pay the full amount of their indemnity.

6.3 In the event of a claim arising to which the Insurers hereon may be liable to contribute no costs shall be incurred on their behalf without their consent being first obtained (such consent not to be unreasonably withheld). No settlement of a claim shall be effected by the Insured for such a sum as will involve this Policy without the consent of Insurers heron.

EXCESS LAYER POLICY
(Continued)

- 6.4 Any claim made against the Insured or the discovery by the Insured of any occurrence of any circumstances which are likely to give rise to a claim of which the Insured becomes aware during the Period of Insurance shall if they appear indemnifiable under the Underlying Insurance be notified immediately by the Insured in writing to the Insurers hereon.
- 6.5 All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered prior to such settlement and all necessary adjustments shall then be made between the Insured and the Insurers provided always that nothing in this Policy shall be construed to mean that loss settlements under this Policy are not payable until the Insured's Ultimate Net Loss has been finally ascertained.
- 6.6 The premium is provisional only, based on estimates provided by or on behalf of the Insured. The Insured shall as soon as possible after expiry of the Period of Insurance declare to the Insurers such particulars (as defined by the Underlying Policies) as the Insurers may require and the premium shall be adjusted accordingly and any difference paid by or allowed to the Insured as the case may be subject to any minimum premium that may apply.
- 6.7 The Insurers may at any time pay to the Insured in connection with any claim or series of claims under this Policy the amount of the applicable Limit of Indemnity (after deduction of any sum or sums already paid as compensation) or any lesser amount for which such claims can be settled and upon such payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims.
- 6.8 The Insured shall at all times take all reasonable precautions to prevent any circumstance, matter or thing which may give rise to a claim under this Policy.
- 6.9 This policy may be cancelled by the Insurers or by the Insured by giving thirty (30) days written notice of such cancellation to the last known address of the other party in which event the premium will be adjusted in accordance with Condition 6.6 subject to any minimum premium that may apply.
- 7.0 Neither this Policy nor any benefit, interest or right in this Policy or to any proceeds of the Policy may be ceded without the prior written consent of the Insurer.

CONSTRUCTION RISKS INSURANCE POLICY

ARRANGED FOR

TRANSNET SOC LIMITED

In consideration of the premium having been paid by or on behalf of the Insured to the Insurers for the insurance described herein.

The Insurers each for their own part agree to indemnify the Insured subject to the terms contained herein or attached hereto or as amended by endorsement hereon.

In witness whereof this Policy has been signed on behalf of the Insurers this 23RD day of FEBRUARY 2018



Mirabilis Engineering Underwriting Managers (Pty) Ltd for and on behalf of Santam Limited
(Lead Insurer)
(Company Registration No. 2006/018854/07)
(VAT Registration No. 4130230354)

SCHEDULE

INSURED

1. As the Employer
 - 1.1 **Transnet SOC Limited**
 - 1.2 Transnet Group Capital
 - 1.3 National Ports Authority of South Africa
 - 1.4 their subsidiary and/or associated companies and organisations including Divisions and Companies in which they have direct or indirect control and organisations or persons for whom any of the above undertake to arrange insurance including consortia joint ventures and partnerships
2. As the Contractor
 - 2.1 The Employer to the extent that the Employer undertakes work in connection with the Insured Contract
 - 2.2 Contractors undertaking work in connection with the Insured Contract
 - 2.3 sub-contractors undertaking work in connection with the Insured Contract
 - 2.4 transporters and persons providing a storage facility in respect of liability loss or damage arising out of the Insured Contract
 - 2.5 suppliers manufacturers project managers architects land surveyors quantity surveyors engineers and other advisors or consultants appointed in respect of the Insured Contract in respect of liability loss or damage arising at the Contract site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional service or off-site manufacturing activity for which he was appointed

for their respective rights and interests

INSURERS	POLICY NUMBER	PROPORTION
Mirabilis Engineering Underwriting Managers (Pty) Ltd on behalf of Santam Limited (Lead Insurer)	MZAR88655-CAR	50%
Hollard Insurance Limited		30%
Consort Technical Underwriting Managers (Pty) Ltd on behalf of Lombard Insurance Company Limited		20%
		100%



SCHEDULE (Continued)

CO-INSURANCE CLAUSE

Where more than one Insurance Company or Insurer participates in this insurance the percentage share of each Insurer will be expressed in the Schedule and the liability of each Insurer shall be limited to the percentage share set against its name.

It is agreed that other than where indemnity limits are increased all the Insurers subscribing hereto will be bound by the decisions of the Lead Insurer and will follow the same rates terms and claim payments and all other matters relating to the insurance granted by the policy as may be agreed by the Lead Insurer.

It is further agreed that all endorsements to the policy will be legally binding on all the Insurers when signed by the Lead Insurer.

Provided always that the provisions of this clause shall not apply to any repudiation of claim or denial of liability or denial of insurance and all other matters which in the opinion of the Insured are prejudicial to the Insured.

BROKER

Willis South Africa (Pty) Ltd

TERRITORIAL LIMITS

The Republic of South Africa and to the extent permitted by the applicable Insurance Acts the Territories of Namibia Botswana Lesotho Swaziland Zimbabwe Angola Zambia and Mozambique.

PERIOD OF INSURANCE

- a) From 22 February 2018 to 1 February 2025 (both dates inclusive)

In the event of the Insured Contract not having been completed by the end of this period the Policy shall continue to remain in full force and effect for an additional period of three months (and any subsequent period necessary to achieve completion) at terms to be agreed at final completion of the Insured Contract

- b) Followed by the maintenance or defects liability period as may be defined in the Insured Contract documents but not exceeding 24 months.



All Contracts and works undertaken by or on behalf of the Insured in connection with the DCT Berth Deepening 203 to 205 Project No. M-2122830; as may be more fully described in the contract documentation

Estimated Contract Value : R 5,521,711,777

Free Issue Material : Included

Any location within the Territorial Limits where work in terms of the Insured Contract is undertaken together with so much of the surrounding area as is required

Deposit Premium	: R11,043,424.00
VAT	<u>R 1,546,079.36</u>
Total	<u>R12,589,503.36</u>

(Subject to adjustment in accordance with
General Condition 12)

All amounts stated in this Policy are expressed exclusive of VAT. In settling claims, if appropriate the Insurer will add VAT at the prevailing rate to the VAT exclusive settlement to allow for a vendor insured's output VAT liability under section 8(8) of the VAT Act. For clarity it is noted that in cases where an excess/deductible is expressly recovered by the Insurer from the Insured the Deductible in terms of the policy does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.



SCHEDULE (Continued)

LIMITS OF INDEMNITY

GENERAL

CLAIMS PREPARATION COSTS

R 7,500,000

SECTION I – CONTRACT WORKS

THE SUM INSURED

The Sum Insured for the Indemnity in respect of any one occurrence or series of occurrences attributable to one original cause shall not exceed the Estimated Contract Value plus the value of Free Issue Materials for which the Insured is responsible

It is however agreed that the Sum Insured shall be increased in respect of

- a) Contract Escalation in the event of an increase in the Insured Contract value or value of work during the period of the Insured Contract, by an amount equal to 20% of the Sum Insured per annum or part thereof
- b) Post Loss Escalation in the event of the indemnity to be provided hereunder following loss or damage exceeding the sum of the Sum Insured plus Contract Escalation, by an amount equal to 20% of the Sum Insured per annum or part thereof
- c) Devaluation in the event of devaluation of the South African currency against the currency of the country of origin occurring after commencement of the Insured Contract, by an amount equal to 20% of the Sum Insured per annum or part thereof



SCHEDULE (Continued)

CLAUSES AND EXTENSIONS

1. Additional Costs

In respect of

1.1 Cost and Expenses – Indemnifiable Loss or Damage to Property Insured R 15,000,000

1.2 Expediting Measures

- a) R50,000 in respect of any claim not exceeding R100,000 or
- b) 50% of the amount which the repair replacement or reinstatement would have cost had such additional expenses not been incurred in respect of any claim exceeding R100,000

1.3 Costs and Expenses – No Indemnifiable Loss or Damage to Property Insured R 15,000,000

2.	Surrounding Property	R	55,000,000
3.	Fire Brigade / Public Authority	R	10,000,000
4.	Public Authority Reinstatement	R	10,000,000
5.	Records	R	2,000,000
6.	Removal to Gain Access	R	10,000,000
7.	Borrowing of Plant for Commissioning Purposes	R	10,000,000
7.	Road Reserve & Servitude	R	10,000,000

Such costs shall be in addition to any maximum limit or sum for which the Insurers may otherwise be liable in terms of this Policy

TESTING PERIOD

120 Days (not necessarily consecutive)

MAINTENANCE PERIOD

24 Months

OPEN TRENCH LIMITATION

5,000 Metres

OPEN BASE / SUB BASE LIMITATION

30,000 Square Metres

SECTION II – PUBLIC LIABILITY

Indemnity Limit (Occurrence)

R25,000,000



SCHEDULE (Continued)

DEDUCTIBLES (OCCURRENCE)

SECTION I – CONTRACT WORKS

In respect of loss or damage

- | | | |
|-----|--|----------|
| (a) | arising out of storm (which term shall include rain hail snow tempest wind or flood) subsidence; collapse; earthquake or earth tremor; due to testing or commissioning; to offshore works including dredging; due to defective design, plan, specification, materials or workmanship; arising during the Maintenance or Defects Liability period and caused by abnormal action of the sea (refer page 12 for definition of “Normal Action of the Sea”) | R500,000 |
| (b) | due to theft or attempt thereat | R50,000 |
| (c) | from any other cause | R250,000 |

SECTION II – PUBLIC LIABILITY

R50,000



GENERAL EXCEPTIONS

1. (A) This Policy does not cover loss of or damage to property related to or caused by
 - i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above
 - ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
 - iii)
 - a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege
 - b) insurrection, rebellion or revolution
 - iv) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence
 - v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof
 - vi) any attempt to perform any act referred to in clause (iv) or (v) above
 - vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i) (ii) (iii) (iv) (v) or (vi) above

If the Insurers allege that by reason of clause (i) (ii) (iii) (iv) (v) (vi) or (vii) of this Exception loss or damage is not covered by this Policy the burden of proving the contrary shall rest on the Insured.

- (B) This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this Policy applies.

- (C) Notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exception 1.(C), an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Insurers allege that, by reason of clause 1.(C) of this General Exception, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured



GENERAL EXCEPTIONS (Continued)

2. This Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from
- (i) ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel
 - (ii) nuclear material, nuclear fission or fusion, nuclear radiation
 - (iii) nuclear explosives or any nuclear weapon
 - (iv) nuclear waste in any form

regardless of any other cause or event contributing concurrently or in any other sequence to the loss

For the purpose of this Exception only, combustion shall include any self-sustaining process of nuclear fission

This exception shall not apply to Radioactive Isotopes used by or on behalf of the Insured.

3. The Insurers shall not indemnify the Insured for the amount of the specified Deductibles
4. Notwithstanding any provision of this Policy including any exclusion exception or extension or other provision not included herein which would otherwise override a General Exception, this Policy does not cover:
- a) loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
 - b) any legal liability of whatsoever nature;
 - c) any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all

- i) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise manipulate interpret process store receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
- ii) to capture save retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture save retain or correctly to process such data in regard to or in connection with any such date or
- iii) to capture save retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes or
- iv) to capture save retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.



GENERAL EXCEPTIONS (Continued)

Special Extension to the above General Exception

- A Loss or destruction of or damage to the Property Insured by fire, explosion, lightning, earthquake or by the special perils referred to in B below are not excluded by this General Exception.
- B The special perils that are not excluded for the purpose of this Special Extension are damage caused by:
1. storm, wind, water, hail or snow excluding damage to property
 - a) arising from its undergoing any process necessarily involving the use or application of water;
 - b) caused by tidal wave originating from earthquake or volcanic eruption;
 - c) in the underground workings of any mine;
 - d) in the open (other than buildings structures and plant designed to exist or operate in the open);
 - e) in any structure not completely roofed;
 - f) being retaining walls;
- Unless so described and specifically insured as a separate item
2. aircraft and other aerial devices or articles dropped therefrom;
 3. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

These special perils do not cover wear and tear or gradual deterioration.

- C. The above General Exception also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to property insured by the perils referred to in A above.
- D. This Special Extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this General Exception and this Special Extension.

This Special Extension shall not apply to any Public Liability Indemnity.

5. Sanction Limitation and Exclusion

The Insurers will not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurers to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.



GENERAL CLAUSES AND EXTENSIONS

RIOT STRIKE AND CIVIL COMMOTION (excluding RSA/Namibia)

Subject otherwise to the terms contained therein, this insurance is extended to cover loss or damage directly occasioned by or through or in consequence of

- i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above
- ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any occurrence referred to in (i) above

provided that this extension does not cover

- a) loss or damage occurring in the area which constitutes the Republic of South Africa and Namibia
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.(A)(ii), (iii), (iv), (v) or (vi) of this insurance or act of any lawfully established authority in controlling, preventing, suppressing or in any other way or dealing with any such occurrences

It is agreed that the reverse onus of proof clause contained in General Exception 1.(A) shall only apply to this Extension to the extent that such clause refers to the exceptions stated in (e) above

THE DEDUCTIBLES

Unless otherwise agreed the Deductibles detailed in the Policy shall be applicable in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to loss or damage or liability insured by this policy

It is agreed that

- i) in the event of an occurrence or series of occurrences giving rise to loss or damage or liability in circumstances where more than one of the Deductibles could reasonably be applied to a claim then only the single largest applicable deductible shall be applied
- ii) loss or damage caused by or happening through or in consequence of storm (which term shall include storm hail rain snow tempest or flood) water damage, subsidence, collapse, earthquake or earth tremor
 - a) occurring during any period up to 72 consecutive hours or
 - b) arising as a result of one continuous occurrence
 shall be considered to have been caused by one occurrence for the purpose of the application of the Deductibles
- iii) where the Deductibles are stated to be in the aggregate in respect of all claims arising out of or in connection with any Insured Contract the Deductibles shall not exceed such amount stated



GENERAL CLAUSES AND EXTENSIONS (Continued)

CLAIMS PREPARATION COSTS

This Policy is extended to cover costs reasonably incurred by the Insured in producing or certifying any particulars or details required by the Insurers with the prior consent of the Insurers or to investigate substantiate any claim hereunder.

The liability of the Insurers for such costs in respect of any one claim shall not exceed the Limit of Indemnity stated in the Schedule.

SEPARATE APPLICATION TO EACH CONTRACT

Insurance by this policy shall apply separately to each Insured Contract as if a separate policy had been issued for each such Insured Contract.

PAYMENTS ON ACCOUNT

In respect of any amounts recoverable from the Insurers payments on account, may be made to the Insured if required.

PRECEDENCE

It is hereby declared and agreed that notwithstanding anything to the contrary stated in the Policy and subject to the conditions of contract this Policy shall only take precedence over any other insurance arranged by or on behalf of the Insured where so requested by the Employer in which event the Insurers shall indemnify the Insured for loss or damage which may be insured under any other policy of insurance effected by any of the parties comprising the Insured as if such other insurance did not exist.

WAIVER OF RIGHTS

The Insurers agree to waive rights of subrogation which they have or may acquire against any persons in whose respect the Insured relinquishes such rights in connection with any agreement entered into by the Insured provided that such waiver of subrogation shall not operate in favour of any insured person guilty of breach of or non-compliance with anything to be done or not done under this insurance.



SECTION I CONTRACT WORKS

DEFINITIONS

1. **Policy**

The term "Policy" shall include this policy's schedule, terms, conditions and exclusions along with any endorsements hereto which will form and shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part in this policy shall bear that meaning wherever it shall appear.

2. a) **Damage/Damaged**

Damage/Damaged means physical loss or physical destruction to the Property Insured.

b) **Loss/Losses**

An event or series of events consequent upon or attributable to one source or original cause which results in Damage to Property Insured.

3. **Repair(s) or Repairing**

Repair(s) or Repairing shall mean reinstating, repairing, replacing or making good.

4. **Normal Action of the Sea**

Normal action of the sea means the state of the sea, which manifests itself up to No. 8 on the Beaufort scale, or the state of the tides, current and wave action of the sea, which must be statistically expected to occur once during a 20 year period, whichever is the more onerous as measured at the nearest meteorological buoy or station to the works.



SECTION I CONTRACT WORKS (Continued)

THE INDEMNITY

The Insurers shall indemnify the Insured against physical loss or damage to the Property Insured within the Territorial Limits

APPLICATION

The insurance shall apply

1. during dismantling of property in connection with the Insured Contract
2. during transit including loading, unloading and temporary storage
3. during preparation of the Contract Site and while the Property Insured is on the Contract Site until completion of and transfer of risk in the whole of the permanent works under the Insured Contract to the Employer
 - 3.1 where testing and commissioning of Property Insured is conducted by the Employer "completion" for purposes of this insurance shall be deemed to occur only after successful completion of all testing and commissioning of the whole of the permanent works under the Insured Contract
 - 3.2 to the extent that the permanent property insurances arranged by the Employer indemnify the Insured for completed portions of the Property Insured prior to completion of the whole of the permanent works under the Insured Contract, this insurance in respect of such completed portions of the Property Insured shall cease except as provided in 4 below
 - 3.3 work uncompleted or outstanding in terms of any certificate of completion, certificate of handover or similar document shall continue to be insured until its completion and the inception of the maintenance or defects liability period (as may be described in the Insured Contract) for such uncompleted or outstanding work whereafter the provisions of 4 below shall apply in respect of such work
4. during the maintenance or defects liability period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage
 - a) arising from a cause occurring prior to commencement of such period of maintenance or defects liability period or
 - b) arising from any act or omission of the Insured their servants agents suppliers or sub-contractors in pursuance of the Insureds obligations
 for which the Insured Contractor is responsible under the Insured Contract

This limitation of cover shall only apply to the particular contractor who has handed over any part of the permanent works

Where the Insured Contract does not set out specific maintenance provisions, the Employer shall be deemed for purposes of this Section to be indemnified for loss or damage

- i) having its cause prior to the commencement of the deemed maintenance or defects liability period or
- ii) occurring in the course of or in connection with repair reinstatement or replacement of property during such period or any act or omission of the Insured in the course of work carried out in pursuance of any obligations under the Insured Contract

provided that such deemed period does not exceed the period stated in the Schedule



SECTION I CONTRACT WORKS (Continued)

Where any of the Property Insured is replaced or renewed during any maintenance or defects liability period the Period of Insurance in respect of such replaced or renewed Property Insured shall be deemed to be extended to include any extended period for which the Insured is responsible

PROPERTY INSURED

Permanent works and temporary works and all materials plant equipment and other things intended for work thereon or for incorporation in the permanent works or temporary works belonging to the Insured or for which they are responsible or which they are required to insure and pertaining to the Insured Contract

DEFINITION OF TEMPORARY WORKS

Construction aids equipment structures or works (not being part of the Permanent Works) the Value of which has been included in the Estimated Contract Value used or intended for use on the Insured Contract(s) and which:

- (a) do not comprise Mobile Plant
- (b) are not intended to remove from the Contract Site(s) on completion of the Insured Contract (other than scaffolding shuttering and form work as well as construction equipment specially designed constructed or acquired for an Insured Contract and which is not intended for immediate re-use on another Contract)
- (c) have no Residual Value at the completion of the Insured Contract(s) (other than Scrap Value) solely due to their specialised nature.

THE EXCEPTIONS

The Insurers shall not indemnify the Insured for

1. the costs necessary to replace repair or rectify any component part or individual item of the Property Insured which is defective in design plan specification materials or workmanship but this Exception shall not apply to other parts or items of the Property Insured damaged as a consequence of such defect
2. loss of Property Insured by disappearance or by shortage where such loss is revealed only by the making of a routine inventory or by periodic stocktaking
3. consequential loss of whatsoever nature other than as provided for elsewhere in this Policy liquidated damages or penalties for delay or detention or in connection with guarantees of performance or efficiency
4. loss of or damage to the Property Insured arising during continuation of any marine or air transit (other than marine or air transit entirely within the Territorial Limits) or whilst in storage thereafter where (unless the Property Insured has been examined for damage and found to be in good order before onward transshipment) such loss or damage is only discovered upon unpacking and examination of the Property Insured and cannot be related to a specific event occurring during any such continuation of transit or storage
5. loss or damage due to total cessation of work and abandonment of the Insured Contract for a period exceeding 90 consecutive days



SECTION I CONTRACT WORKS (Continued)

6. the cost of repairing replacing or rectifying normal wear and tear, gradual deterioration due to normal atmospheric conditions rust erosion corrosion or oxidation unless caused as a direct result of indemnifiable loss or damage

this exception shall not apply to other resultant indemnifiable loss or damage

7. expenses incurred in continuous dewatering to maintain working conditions following ingress into the Property Insured of the anticipated inflow of water from naturally occurring underground sources
8. expenses incurred:
 1. due to Normal Actions of the Sea (as defined in the Policy) in respect of dredging and revetment works only excluding the 50m berth extension works and landside works;
 2. for any floating and other equipment such as barges and the like and liabilities therefrom (excluding caissons);
 3. for marine liability;
 4. for misalignment of piles/caissons i.e. not caused by a storm, but just misaligned;
9. expenses incurred:
 1. for replacing or rectifying piles or retaining wall elements:
 - a. which have become misplaced or misaligned or jammed during their construction;
 - b. which are lost or abandoned or damaged during driving or extraction; or
 - c. which have become obstructed by jammed or damaged piling equipment or casings;
 2. for rectifying disconnected or declutched sheet piles;
 3. for rectifying any leakage or infiltration of material of any kind;
 4. for filling voids or for replacing lost bentonite;
 5. as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity;
 6. for reinstating profiles or dimensions.

This exclusion shall not apply to loss or damage caused by natural hazards.



SECTION I CONTRACT WORKS (Continued)

Special Exceptions Applicable only to Contracts for Mechanical and Electrical Works

The Insurers shall not indemnify the Insured for

1. loss of or damage to any item of the Property Insured due to its own explosion breakdown or derangement occurring after the Testing Period specified herein on which the Property Insured has operated under load conditions. The Testing Period shall be exclusive of any period during which pneumatic, hydrostatic, electrical insulation, continuity or polarity tests and the individual operation of auxiliaries having been carried out
(The Testing Period may be extended at terms to be agreed prior to the granting of such extension)
2. loss of or damage to any part of the Property Insured which has operated under operating load conditions prior to commencement of the Insured Contract due to its own electrical or mechanical breakdown or explosion (unless otherwise agreed by Insurers).

This exception shall not apply to loss or damage:

- i) originating extraneous to such Property Insured unless such extraneous cause results in electrical or mechanical breakdown or explosion.
- ii) to other parts of the Property Insured arising as a consequence of such electrical or mechanical breakdown or explosion.
- iii) to Property Insured which has been refurbished to "as new" operating specifications.

Special Condition:

1. Dredging or Re-dredging or Over dredging

In the event of indemnifiable loss or damage to insured dredging works, the maximum amount payable under this section of the Policy shall be limited to the expenses incurred to reinstate the Property Insured to a standard or condition technically equivalent to that which existed immediately before the occurrence of loss or damage but not in excess of 120% of the original insured value of the damaged area.



SECTION I CONTRACT WORKS (Continued)

CLAUSES AND EXTENSIONS

1. Additional Costs

The indemnity provided herein is extended to include

1.1 Costs and Expenses – Indemnifiable Loss or Damage to Property Insured

Costs and expenses in respect of

- 1.1.1 provision of hoarding
shoring, propping, covering and protection of property
extinguishing and fighting of fire
recovery demolition and removal of property
removal and disposal of wreckage detritus debris water and other matter
restoring the Contract Site
regaining access to the Contract Site or the works and restoring normal working conditions
complying with the requirements of the Insured Contract or any statutory body
professional fees
removing property to suitable premises for repair
delivering repaired or replacement property to the situation where the loss or damage occurred or to premises as directed by the Insured
establishment supervision and overhead charges

The liability of the Insurers in respect of any one claim shall not exceed the Limit of Indemnity stated in the Schedule

- 1.2 Expediting measures express delivery (including airfreight) customs dues and charges overtime and holiday rates of wages

The liability of the Insurers in respect of any one claim shall not exceed the Limit of Indemnity stated in the Schedule

1.3 Costs and Expenses – No Indemnifiable Loss or Damage to Property Insured

Notwithstanding that no physical loss or damage to the Property Insured has occurred. Costs and expenses in respect of

- 1.3.1 provision of hoarding
shoring, propping, covering and protection of property
extinguishing and fighting of fire
recovery demolition and removal of property
removal and disposal of wreckage detritus debris water and other matter
restoring the Contract Site
regaining access to the Contract Site or the works and restoring normal working conditions
complying with the requirements of the Insured Contract or any statutory body
professional fees
removing property to suitable premises for repair
delivering repaired or replacement property to the situation where the loss or damage occurred or to premises as directed by the Insured
establishment supervision and overhead charges

The liability of the Insurers in respect of any one claim shall not exceed the Limit of Indemnity stated in the Schedule



SECTION I CONTRACT WORKS (Continued)

2. Surrounding Property

Notwithstanding anything in the Policy to the contrary the Insurers shall indemnify the Insured against loss or damage to property, not otherwise insured by this Section which is in the custody or control of or being worked on by the Contractor and arising in connection with the Insured Contract.

Provided that

- a) the indemnity shall not apply to loss or damage for which indemnity is provided under any Public Liability insurance for the benefit of the Contractor nor to any constructional plant machinery or equipment used or intended for use on the Insured Contract
- b) in respect of any one occurrence or series of occurrences attributable to one original cause the Liability of the Insurers shall not exceed the Limit of Indemnity stated in the Schedule

3. Off Site Storage

The Policy is extended to indemnify the Insured against loss of or damage to the Property Insured arising out of temporary storage of such property at any premises within the Territorial Limits prior to dispatch to the contract site.

4. Fire Brigade / Public Authority

If any public authority empowered to do so shall charge the Insured with any costs arising from their activities in dealing with the consequences of an indemnifiable loss or damage such costs shall be deemed to be damage to the Property Insured and shall be payable in addition to any other payment for which the Insurers may be liable in terms of this insurance.

The liability of the Insurers in respect of any one claim shall not exceed the Limit of Indemnity stated in the Schedule.

5. Public Authority Reinstatement

The Policy extends to include such additional costs of reinstatement of the Property Insured lost, destroyed or damaged as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of Parliament or other legislation or with By-laws of any Municipal or Local Authority provided that

- A. the amount recoverable under this extension shall not include
 - a) The costs incurred in complying with any of the aforesaid regulations or by-laws
 - (i) in respect of loss or damage not indemnifiable by this Section
 - (ii) under which notice has been served on the Insured prior to the occurrence of the loss
 - (iii) in respect of undamaged Property Insured or undamaged portions of the Property Insured other than foundations of that portion of the Property Insured lost or damaged
 - b) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the Property Insured by the Owner thereof by reason of compliance with any of the aforesaid Regulations or By-laws



SECTION I CONTRACT WORKS (Continued)

- B. the work of reinstatement must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site subject to the liability of the Insurers under this extension not being increased.
- C. the Conditions of the Policy except insofar as they may be hereby expressly varied shall apply as if they had been incorporated herein

The liability of the Insurers in respect of any one claim shall not exceed the Limit of Indemnity stated in the Schedule.

6. Records

The Insurers agree to indemnify the Insured in respect of costs reasonably and necessarily incurred by the Insured in replacing records consequent upon indemnifiable loss or damage which shall include but not be limited to

- a. written or printed or otherwise inscribed documents and records of every kind and description and whether made of or upon paper wood metal glass plastic or other material
- b. maps models drawings photographs tracing film blue-prints Photostats (and other duplications) plans specifications tenders estimates addressograph-plates stencils templates deeds mortgages books manuscripts accounts records
- c. tapes and memory banks and business machine cards
- d. engineering and other reports and data

the Insurers shall not be liable for accidental erasure of any such records.

the liability of the Insurers in respect of any one claim shall not exceed the Limit of Indemnity stated in the Schedule.

7. Removal to Gain Access

Notwithstanding Exception 1 of Section I of the policy the indemnity granted hereunder is extended to include the cost of demolition dismantling removal destruction or opening up and thereafter the costs of reinstalling and/or replacing any component part or individual item of the Property Insured which is free of defect and which has of necessity had to be demolished or destroyed in order to gain access to that component part or individual item of the Property Insured which has been damaged.

The Liability of the Insurers in respect of any one occurrence shall not exceed the limit of Indemnity stated in the Schedule.

8. Temporary Repairs

The Insurers shall not be responsible for temporary repairs carried out without their consent or any consequence thereof unless such temporary repairs are necessary in the interest of safety or with the object of avoiding or minimising further loss or damage



SECTION I CONTRACT WORKS (Continued)

9. Marine Contribution Clause

In the event of loss of or damage to the Property Insured being discovered after cover under a Marine Cargo policy has terminated and if after reasonable investigation it is not possible to ascertain whether the cause of such loss or damage happened prior to or after the termination of the Marine insurance, it is understood and agreed that the Insurers shall contribute 50% of the properly adjusted claim less 50% of the applicable deductible hereunder such contribution to be without prejudice to the subsequent final apportionment of the claim.

The Insured shall make every reasonable effort to ensure that the Property Insured is visually examined as soon as reasonably possible after arrival at the Contract Site.

10. Manufacturers Guarantees

In the event of indemnifiable loss or damage to property which is the subject of a suppliers or manufacturers guarantee or warranty, the repair replacement rectification or reinstatement of such property shall include everything reasonably necessary to preserve without limitation reduction or prejudice all benefit under such guarantee or warranty.

11. Work Away/Manufacturing Premises

The Policy is extended to indemnify the Insured against physical loss of or damage to the Property Insured whilst it is situated at any Manufacturing or Repair Premises within the Territorial Limits provided always that

- i) the Insured has a financial interest in the Property Insured by virtue of ownership pre-payment or contractual responsibility to make payment
- ii) such Property aforementioned is specifically designated for any undertaking or work to be insured hereunder
- iii) the Insurers shall not be liable for loss or damage caused by the mis-application of tools or resulting from any manufacturing process(es)

12. Used Plant - Basis of Loss Settlement

In respect of Property Insured which has operated under service conditions prior to attachment of indemnity hereunder being lost or damaged the basis upon which the loss shall be settled shall be the cost of repair reinstatement or replacement of the Property Insured except that in respect of such property exceeding five years of age the basis of loss settlement shall not exceed the Agreed Value of such property which shall be calculated on the basis that for each year of life (or part thereof) the present day New Replacement Value of an identical machine or structure is reduced proportionately over a period of 20 (twenty) years subject to a residual indemnification of 20% (twenty percent).

13. Removal to Place of Safety

The Policy extends to include loss of or damage to Property Insured whilst temporarily removed to any other situation in order to avoid possible destruction or damage by any occurrence indemnifiable loss or damage insured in terms of the policy.



SECTION I CONTRACT WORKS (Continued)

14. Open Trench Limitation

In respect of loss or damage to the earthworks of a trench excavated by the Insured and which has not been backfilled and compacted and which is therefore exposed the Insurers shall only be liable for amounts associated with the reinstatement of not more than a cumulative total of 5,000 metres of such trench not backfilled and compacted and therefore exposed.

15. Open Layer works & Base course

In respect of loss or damage to the exposed sub-base course, layer works or base course (prior to the application of the prime coating or final surface) associated with roads, which is vulnerable over a surface area of more than 20,000 m², the Insurers shall be liable for amounts associated with the reinstatement of:-

- i) 20,000 m² of such sub-base course, layer works or base course subject to the Policy deductible.
- ii) A further 10,000 m² of such sub-base course, layer works or base course subject to an additional deductible of 20% of loss minimum R50,000

The Insurers shall not indemnify the Insured for loss or damage to more than a cumulative total 30,000 m² of such open sub-base course, layer works or base course

16. Automatic Reinstatement

The Limit of Indemnity shall not be reduced by the amount of any claim paid or payable by the Insurers.

17. Property Taken Over

Notwithstanding anything contained herein to the contrary it is agreed that in the event that any part of The Property Insured under this Policy is taken over by the Employer and access/occupation to/of any part of The Property Insured is granted to another Contractor therein/thereon in performance of The Insured Contract then such part aforesaid shall continue to be insured until such work is complete and The Employer takes over The Property Insured as a whole (other than the purpose of Performance Testing or Commissioning) provided always that:

- (a) where The Property Insured consists of two or more physically separate entities the cover shall apply separately to each;
- (b) insofar as The Contractor who handed over the aforesaid part of The Property Insured is concerned cover shall be limited to the provisions relating to any contract documents defects liability or maintenance period;
- (c) in respect of The Employer and The Contractor who have been granted access/occupation the cover by the Policy shall apply as if no completions certificate or other evidence of Legal transfer had been issued.

18. Beneficial Use

The insurance shall extend to cover loss of or damage to Property Insured taken into beneficial use or taken over or otherwise occupied or put into service.



SECTION I CONTRACT WORKS (Continued)

19. Employers Maintenance

Notwithstanding anything contained herein to the contrary it is agreed that in respect of works undertaken by the Employer the Insurer will indemnify the Employer under Section I of this Policy against loss or damage to the Property Insured which arises within 24 months from the time the works are taken into commercial use (other than for the purpose of testing and commissioning) from a cause occurring prior to such taking into commercial use.

Provided that the indemnity granted to the Employer shall not be any more extensive than that granted to the Contractor during the contractual Defects Liability or Maintenance Period provided by this Policy.

20. Borrowing of Plant for Commissioning Purposes

In the event of the Insured borrowing plant or equipment with the intention of incorporating such borrowed plant or equipment into the works solely for the purpose of Performance Testing or Commissioning of the Works or any portion thereof it is agreed that such plant or equipment shall be insured hereunder subject otherwise to the Terms, Exceptions and Conditions contained herein.

Any Exception relating to damage due to electrical or mechanical breakdown or explosion shall not apply to this extension.

The liability of the Insurers in respect of any one claim shall not exceed the Limit of Indemnity stated in the Schedule.

21. Road Reserve and Servitude Indemnity Extension

Notwithstanding anything to the contrary it is hereby agreed that this insurance shall extend to indemnify the Insured in respect of the costs to replace repair or rectify loss or damage to any Road Reserve or any pipeline, electrical cable servitude directly attributable to a peril indemnifiable in terms of this policy provided always that:

- (a) in respect of each and every occurrence or series of occurrences arising out of or in connection with any one event giving rise to a claim under this extension the indemnity hereby shall not exceed the Limit of Indemnity as stated in The Schedule;
- (b) the Insured Contractor shall bear the deductible as stated in The Schedule of each and every loss. the indemnity hereby provided shall not apply to nor include any costs directly or indirectly Incurred in normal maintenance upkeep or repair;
- (c) damage to the Road Reserve or Pipeline / Electrical Cable Servitude occasioned by or in connection with vehicle traffic shall not be Indemnified hereby;
- (d) indemnity shall be limited to a distance of not exceeding 5 metres either side of the trench lip in respect of pipeline I electrical cable and not exceeding 10 metres either side of the road prism.

22. Mitigation Expenses

Reasonable costs and expenses incurred by or on behalf of any of the Insured in connection with or incidental to mitigating, containing, eliminating or suppressing actual loss, destruction, damage or defect by any insured peril or eventuality occurring at or adjacent to or immediately threatening any site.



SECTION I CONTRACT WORKS (Continued)

23. Munitions of War

It is hereby noted and agreed that General Policy Exception 1 will not apply to loss of or damage to the Property Insured arising from or occasioned by the detonation of munitions of war or parts thereof in or about the vicinity of the Contract Site. Providing that the presence of such munitions does not result from a state of war current at the time of such loss or damage.

This extension does not however extend to cover loss or damage to the Insured Property as covered by the Namibian Special Risks Insurance Association (NASRIA) or the South African Special Risks Insurance Association (SASRIA).

24. Malicious Damage Extension including Theft or Attempt Thereat

This section is extended to indemnify loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage including loss or damage caused by or arising from theft or any attempt thereat.



SECTION II – PUBLIC LIABILITY

THE INDEMNITY

The Insurers will indemnify the Insured against all amounts which the Insured is or may become legally liable to pay as compensation or damages or costs and expenses arising out of or in connection with:

- a) death of or bodily injury to or illness or disease of any person
- b) physical loss or damage to property including loss of use

occurring during the Period of Insurance and arising out of or in connection with the Insured Contract.

The Insurers shall indemnify the Insured against all costs and expenses incurred with the consent of the Insurers in connection with the defence or settlement of any claim hereunder.

LIMIT OF INDEMNITY

The liability of the Insurers under this Section for all compensation payable shall not exceed in respect of or arising out of one claim or in respect of or arising out of all claims of a series consequent on or attributable to one source or original cause the sum stated in the Schedule as the Limit of Indemnity.

TERRITORIAL LIMITS

This policy shall apply in respect of death injury illness disease loss or damage happening anywhere in the world in connection with the Insured Contract.

EXCEPTIONS TO SECTION II ONLY

The Insurers will not indemnify the Insured for:

1. liability of the Insured in respect of or arising out of death illness or bodily injury or disease sustained by any person under contract of service or apprenticeship with such Insured arising out of and in the course of his employment by such Insured;
2. liability caused by the ownership or possession by or use under the control of the Insured of:
 - a) any motor vehicle or trailer. This Exception shall not apply to liability
 - i) arising out of the use or operation of any vehicle or trailer as a tool or anything carried therein or thereon attached thereto or used in connection therewith or anything manufactured by or contained therein;
 - ii) arising beyond the limits of any carriageway or thoroughfare or in connection with the loading or unloading of any vehicle or trailer or the bringing to or taking away a load from any vehicle or trailer;
 - iii) arising out of or in connection with any vehicle or trailer (including contents) not owned hired or leased by the Insured whilst on any premises provided by the Insured for the purpose of moving or parking such vehicle or trailer.
 - iv) in connection with any detached trailer other than any trailer that has become accidentally detached from a motorised vehicle on a public road;
 - b) any aircraft or watercraft.
3. liability compulsorily insurable under any legislation governing the use of motor vehicles or trailers.



SECTION II – PUBLIC LIABILITY (Continued)

4. the value of or the diminution in value of or the cost of repair reinstatement or replacement of property
 - a) belonging to or leased by or hired to the Insured or movable property which is the subject of bailment for reward to the Insured other than:
 - i) property premises structures (including contents) plant and equipment or other property temporarily occupied or used by or in the possession or control of the Insured for the purpose of the Insured Contract;
 - ii) property of directors employees tenants or visitors;
 - iii) property for which the Insured provides temporary storage facilities;
 - iv) property for which liability is assumed by the Insured under any contract entered into with or for which indemnity is given to any central or local or municipal or provincial or quasi government authority entity or statutory body;
 - v) any vehicle or trailer (including contents and accessories of any vehicle or trailer) for which the Insured provides or allows parking;
 - b) for which the Insured is indemnified under the Contract Works section of this Policy;
 - c) caused by the intentional removal of support to such property.

This Exception shall not apply to liability arising out of:

 - i) the negligence of the Contractor or Sub-contractor; or
 - ii) shock or vibration.
 - d) being that property on which the Insured is working or has worked to the extent that loss or damage to such property results directly from such work. This Exception shall be limited to that work which is defective in workmanship material or design by the Insured and which is the cause of loss or damage to property.
5. liability in respect of any payment under a contractual penalty clause or contractual liquidated damages clause to the extent that such clause increases the Insured's liability beyond that which would have existed in the absence of such clause.
 6. the cost of making good faulty workmanship materials or design in any part of the Property Insured.
 7. liability attaching to the Insured under the terms of any contract or agreement to the extent that such liability would not have attached to the Insured in the absence of such contract or agreement.

This Exception shall not apply to contracts or agreements

- i) entered into for the purpose of the Insured Contract;
- ii) for the hire or loan of plant or purchase or supply of materials or services;
- iii) with public supply authorities;
- iv) with any central or local or municipal or provincial or quasi government authority entity or statutory body;
- v) relating to the ownership or occupancy of premises where the Insured are respectively the owners or tenants;



SECTION II – PUBLIC LIABILITY (Continued)

8. liability arising out of the discharge dispersal release or escape of irritants contaminants or pollutants but this exception shall not apply if such discharge dispersal release or escape is accidental.
9. any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly caused by, arising out of, resulting from, in consequence of, in any way involving or to the extent contributed by the hazardous nature of Asbestos in whatever form or quantity.

MEMORANDA TO SECTION II

For the purposes of this Section General Exception 1 is amended to read:

1. Liability for any consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion mutiny revolution insurrection military or usurped power.

CLAUSES AND EXTENSIONS TO SECTION II

i. Additional Insureds

The Insurers shall also indemnify in like manner to the Insured as if a separate Policy had been issued in respect of each of such:

- a) Any person (including their contractors sub-contractors and suppliers) with whom the Insured enter into an agreement for the purpose of the Insured Contract but only to the extent that it is a requirement of such agreement;
- b) Any partner director or employee of the Insured whilst acting in any capacity as such;
- c) The personal representatives of the Insured and of any person treated as the Insured;
- d) Any official or member or employee of any social, canteen, medical, civil defence, security, sports, welfare, first aid, fire or ambulance or the like services or organisations in respect of any activities or business thereof;
- e) Any occupier of residential property owned or leased by the Insured;

provided that all persons so treated as the Insured shall as though they were the Insured observe fulfil and be subject to the terms in so far as they can reasonably apply to such persons.

ii. Cross Liabilities

Each party comprising or regarded in terms of this Policy as the Insured shall for the purpose of this Section be separately indemnified in respect of claims made by any of them against any other and as though a separate policy had been issued to each provided always that the Insurer's liability as set forth in the Schedule under the heading "Limits of Indemnity" is not increased beyond the amount for which the Insurers would otherwise have been liable.

Where the corporate structure of any Insured person is composed of divisions or separate operating units (by whatever name known) within a single legal entity, the Insurers shall for the purposes of determining the indemnity granted by this insurance treat each division or separate operating unit as a legal entity in its own right.



SECTION II – PUBLIC LIABILITY

(Continued)

iii. Legal Defence Costs

It is hereby agreed that notwithstanding the exceptions or anything else herein contained to the contrary the Insurers shall indemnify the Insured against costs and expenses incurred with the consent of the Insurers in the defence of any legal action brought against the Insured arising from an alleged contravention of any statute or duty at common law provided that:

- a) in the case of an appeal the Insurers will not indemnify the Insured unless a Senior Council approved by the Insurers advises that such appeal should in his opinion succeed;
- b) the Insurers will not indemnify the Insured in respect of any fine or penalty imposed by any magistrate of judge nor any loss consequent thereto;
- c) the liability of the Insurers in respect of any one occurrence shall not exceed R10,000,000.

iv. Emergency Medical Expenses

It is hereby agreed that the Insurers shall indemnify the Insured in respect of costs and expenses incurred by the Insured for such medical treatment as may be reasonable at the time of an occurrence causing injury to any person who may be connected with a claim for indemnity in terms of this insurance. The liability of the Insurers for such costs in respect of any one claim shall not exceed R10,000,000 each and every claim.

v. Wrongful Arrest and Defamation

It is hereby agreed that notwithstanding the exceptions or anything else herein contained to the contrary the Insurers shall indemnify the Insured against costs and expenses incurred with the consent of the Insurers

- a) resulting from wrongful arrest (including assault in connect with such wrongful arrest)
- b) in respect of defamation

The liability of the Insurers in respect of any one claim shall not exceed R10,000,000 each and every claim.

vi. Tenants Liability

It is hereby agreed that Exceptions 2(a), 4(a), 4(c) and 7 shall not apply to premises occupied by the Insured as tenant thereof for the purposes of the Insured Contract.

vii. Trespass Nuisance

The indemnity granted under this Section shall extend to indemnify the Insured against all amounts which the Insured is or may become legally liable to pay as compensation or damages or costs and expenses arising out of or in connection with obstruction loss of amenities trespass nuisance or any like cause which results in interference with the property or right of any person or their enjoyment or use thereof.

The liability of the Insurers in respect of any one claim shall not exceed R10,000,000 each and every claim.

viii. Prevention of Access

The indemnity granted under this Section shall extend to indemnify the Insured against all amounts for which the Insured is or may become legally liable to pay compensation or damages or costs and expenses arising out of or in connection with prevention of access resulting in the interruption or interference with any business.

The liability of the Insurers in respect of any one claim shall not exceed R10,000,000 each and every claim.



GENERAL CONDITIONS

1. Specific Meanings

Any word or expression to which a specific meaning has been attached in any part of this Policy shall bear such specific meaning wherever it may appear.

2. Material increases in risk

The Insured shall as soon as reasonably possible advise the Insurers of any material increase in the risk covered by this Policy.

The Premium and other terms shall thereupon be subject to adjustment accordingly. Any liability loss or damage that may arise before Insurers are advised shall be handled in accordance with the Insurers normal terms for risks of a similar nature subject to the Insured agreeing to pay the increased premium that may be required in respect of the increased risk.

3. Inadvertent failure to declare information

The inadvertent failure by the Insured to declare information required in respect of this insurance shall not invalidate or prejudice the cover by this Policy provided that any such failure be rectified as soon as practicable after it shall have come to the knowledge of the Insured.

4. Prevention of loss

The Insured shall exercise reasonable care to prevent liability loss or damage against which the Insurers indemnify the Insured.

5. Claims

On the happening of any event giving rise to a claim for indemnity under this Policy coming to the knowledge of the Insured the Insured shall

- a) give notice thereof to the Insurers as soon as reasonably possible and give all such additional information as the Insurers may reasonably require
- b) take all practical steps to recover any property insured including in the event of property lost stolen or wilfully damaged by giving notice to the police
- c) where practicable preserve any things which might prove necessary or useful by way of evidence in connection with the claim
- d) not be entitled to abandon any property to the Insurers whether taken possession of by the Insurers or not

6. The Insurers' rights after an event

No admission offer promise payment or indemnity which shall prejudice the Insurers rights to defend any claim shall be made or given by or on behalf of the Insured without consent of the Insurers who shall take over and conduct in the name of the Insured the defence or settlement of any claim or if they so desire to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Insurers may reasonably require



GENERAL CONDITIONS (Continued)

7. Enforcing of rights

The Insured shall at the expense of the Insurers do or permit to be done all such acts and things as may be necessary and reasonably required by the Insurers for the purpose of enforcing any rights or remedies against or obtaining relief or indemnity from other parties to which the Insurers shall or would become entitled or subrogated under this Policy whether such acts and things shall be or become necessary and reasonably required before or after indemnification by the Insurers

8. Abandonment of claims

If the Insurers shall disclaim liability for any claim for indemnity made by the Insured and the Insured does not institute proceedings for an action or suit at law within twelve months of the date of such disclaimer the Insurers shall be entitled to assume that such claim has been abandoned and shall not thereafter be liable to make any payment whatsoever in connection therewith. This Condition shall not apply to claims made against the Insured by third parties.

9. Arbitration

If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions in force at the time. Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any rights of action against the Insurers.

10. Breach

A breach of or other non-compliance with anything to be done or not done under this Policy (whether expressed or implied) shall not invalidate the Policy or prejudice any insured person other than the particular insured person guilty of such breach or non-compliance and then only to the extent that such breach or non-compliance was to the prejudice of the Insurers.

11. Fraud

If a claim or any part thereof made by any insured person shall be in any respect fraudulent then such part of such claim shall not be recoverable by the person making such claim.

12. Premium adjustment

It is agreed that the Insured shall after completion of the Insured Contract declare to the Insurers the actual applicable Contracting Expenditure (which shall where relevant include the value of any free issue materials) and the Insurers shall thereupon adjust the Premium.

13. Non Compliance

Non-compliance with any legislation or regulation promulgated thereunder shall not prejudice insurance under this Policy.



Sasria SOC Limited
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Reg. No. 1979/000287/06
(VAT Reg. 4140119340)
FSP Licence No.: 39117

COUPON (Contract Works)

COUPON POLICY NO	CW	91333223	/ 2018
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Replacing Coupon Policy No (where applicable)

Sasria Agent: Mirabilis Engineering Underwriting Managers (Pty) Ltd

Underlying Policy Number: MZAR88655-CAR

Broker: Willis Towers Watson (South Africa) (Pty) Ltd

The Insured

Name: TRANSNET SOC LIMITED - DCT BERTH DEEPENING 203 TO 205 PROJECT

Company Registration Number:

Holding Company Name:

Insured VAT Reg No:

Legal Address:

Address: DURBAN HARBOUR

DURBAN

Postal Code: 4001

Risk Address 1:

Address: Durban Harbour

Durban

Postal Code: 4001

Risk Address 2:

Address:

Postal Code:

Risk Address 3:

Address:

Postal Code:

Risk Address 4:

Address:

Postal Code:

Risk Address 5:

Address:

Postal Code:

Period of Insurance

From 22/02/2018 to 24h 00 on 01/02/2025

And any subsequent period required to complete the Insured Contract

Item 1:	Contract Works and Materials Sum Insured	R 10,185,032,281.00
	(Subject to escalation as provided for in the Nominated Insurers Policy)	
Item 2:	Construction Plant Sum Insured	R 0.00
	(Subject to the Limit of Indemnity stated in the Coupon Policy)	
Item 3:	Mobile Plant Sum Insured	R 0.00
	(Subject to the Limit of Indemnity stated in the Coupon Policy)	

Premiums

Item 1: (Provisional only)	R 462,268.06
Item 2:	R 0.00
Item 3:	R 0.00
TOTAL	R 462,268.06

The above premiums are inclusive of Value Added Tax at 14%

Signed on behalf of **Sasria SOC Limited**

Countersigned at Johannesburg

On the 22nd day of February Year 2018



Executive Manager



For: Non Mandated Intermediary/UMA

Important Note:

- 1) All claim notifications reports or any other communication whatsoever in connection with this Coupon Policy shall be made to the Sasria Agent.
- 2) Top five (per sum insured) risk addresses must be listed above.
- 3) In terms of a ruling by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in section 20(7) and 21(5) of the VAT Act respectively
- 4) In order to be eligible for a VAT input deduction, the insured must be in possession of this policy document together with proof of payment of the premium (e.g bank statement)

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SUM INSURED ENDORSEMENT

CW 91333223 / 2018

Endorsement attaching to and forming part of Coupon / Policy number MZAR88655-C

In the name of TRANSNET SOC LIMITED - DCT BERTH DEE

Breakdown of the Sum insured: (Incl VAT)

Assets MD Value	R 6,294,751,425.78
Escalation and or inflation	R 3,776,850,855.22
Claims preparation costs	R 8,550,000
Costa and Expenses/Removal of Debris	R 17,100,000
Other Property Insured/Surrounding Property	R 62,700,000
Fire Brigade/Public Authority	R 11,400,000
Public Authority Reinstatement	R 11,400,000
Documentation	R 2,280,000

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ANNEXURE 6

COUPON POLICY FOR

SPECIAL RISK INSURANCE

for

CONTRACT WORKS AND/OR CONSTRUCTION PLANT

In consideration of the prior payment of the premium stated in the Schedule and the receipt thereof by or on behalf of Sasria SOC Limited (hereinafter called Sasria) and subject to the Underlying policy being current and valid at the effective date as stated in the Schedule Sasria will by payment or at its option by reinstatement or repair indemnify the insured during the period of insurance up to an amount not exceeding the total sum insured or R500 000 000 (five hundred million Rand) whichever is less against loss of or damage to the property insured directly related to or caused by

- (i) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any riot, strike or public disorder, or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above.

NOTE:

In this Coupon Policy, the term "Public Disorder" shall be deemed to include civil commotion, labour disturbances or lockouts.

EXCEPTIONS

This insurance does not cover:

- (a) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenable;
- (b) loss or damage resulting from total or partial cessation of work, or the retardation or interruption of cessation of any process or operation;
- (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority;
- (d) (i) In respect of the Contract Works and Materials

The first amount payable by the Insured, arrived at by calculating 0,100% of the Contract Value of the specific contract for which a claim is made and will apply to each and every theft loss following a cause insured herein (and for which liability has been admitted).

MINIMUM FIRST AMOUNT PAYABLE

R 250 (Two Hundred and Fifty Rand) - Domestic Risks.

R2 500 (Two Thousand Five Hundred Rand) - All Other Risks.

MAXIMUM FIRST AMOUNT PAYABLE

R25 000 (Twenty Five Thousand Rand).

- (i) In respect of Construction Plant

The first R1000 of all loss or damage arising out of any one event or occurrence.

- (e) **NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION**

it is agreed that, regardless of any contributory cause(s), this insurance does not cover loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of providing the contrary shall be upon the insured.

SPECIAL CONDITIONS

1. It is a condition precedent to any liability that at the time of the happening of any occurrence given rise to a loss in terms of this Coupon Policy there shall be in force the Underlying Policy covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:
 - (a) Exception A(ii), A(iii)(b), A(iv), A(v) and A(vii) to the extent that A(vii) refers to A(i); A(iii)(b), A(iv), A(v) and A(vi); and
 - (b) The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the Exceptions listed in (a) above;
 - (c) Special conditions relevant to specific contracts.
 - (d) The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. **It does not automatically incorporate the Extensions.** In order to cater for the Extensions, the Sasria Sum Insured must be increased by the value of the Extension and a premium charged for the said Extension. In this instance a schedule showing a breakdown of all additional covers included (together with the sum insured) must be attached to the coupon,

All shall be taken to have been included in this Coupon policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

Memorandum

The reference to Exceptions A(i), A(iii)(b), A(iv), A(v), A(vi) and A(vii) and to the Burden of Proof Clause in Exception A is a reference to those Exceptions as they appear in the Standard S.A.I.A. Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Underlying Policy not correspond with the numbering of the Standard S.A.I.A. Exceptions the above references shall apply to the corresponding Exceptions in the Underlying Policy mutates mutandis.

3. The premium in respect of item 1 of the Schedule is provisional only and is subject to adjustment in like manner to any adjustment to the premium under the Underlying Policy.
4. If the property covered in respect of Item 2 of the Schedule to this Coupon Policy shall at the commencement of any loss of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this consideration
5. No alteration of this Coupon Policy is valid unless signed by a Director of Sasria.
6. The cover granted by this Coupon Policy shall apply to property situated in the Republic of South Africa.

7. MEMO

It is hereby declared and agreed that: wherever the amount of R500 000 000 (Five Hundred Million Rand) appears on this Coupon/Policy it shall be deemed to read R550 Million (Five Hundred and Fifty Million) in the annual aggregate and shall apply to any single contract or project in any one insurance period regardless of the number of contractors and or Sub-Contractors and or Principals engaged; but limited to R500 Million (Five Hundred Million Rand) per contract site where only one Contractor/Sub-Contractor/Principal is engaged.

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Disclosure Notice in terms of Section 4.3 of the Policy Holder Protection Rules

Insurer		Sasria SOC Limited	
Postal Address P.O Box 653367 , Benmore, 2010	Physical Address 36 Fricker Road, Illovo, Sandton, 2196	Telephonic Number (011) 214 0800 or 086 172 7742	Facsimile Number (011) 447 8630
Compliance Officer Mr. Mziwoxolo Mavuso Tel: 011 214 0800	Complaints in respect of a Representative(Non Mandated Intermediary/UMA) to be addressed to: Compliance Officer Sasria SOC Limited P.O Box 653367, Benmore, 2010	Claims Notification Procedures In the event of a claim, all relevant documentation relating to your claim must be submitted to the Non Mandated Intermediary, the name and address of whom appears below	Email Address: mziwoxolom@sasria.co.za or contactus@sasria.co.za

ABOUT YOUR Sasria COUPON/POLICY

Name and Address of Sasria Non Mandated Intermediary/ UMA	This is the underlying Insurer who issue your Sasria Coupon/ Policy on behalf of Sasria SOC Limited
Details of Policy	Cover is provided in respect of all classes of business as per the underlying policy, subject to those classes insured by Sasria
Premium R Frequency of Premium Payments Manner of Premium Payments Due date for Premium Payments	These details are reflected in the quotation, in the policy schedule and in the Statutory Notice forming part of disclosure for the underlying policy
Consequences of Non-payment of Premium	Cover will cease in the event of the policyholder failing to pay premium. Please refer also to the Statutory Disclosure document which provided further details as to premium and monetary obligations.

2.1.6 Transnet Vendor Registration Form:

T2.2-26 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 xxxxxxxx):

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
	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If 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						

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	
<p>EMPOWERING SUPPLIER</p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT PLAN</p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g. we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>DEVELOPMENT PLAN DOCUMENT</p> <p>Agreed plan that will be crafted with the supplier in regards to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p> <p>*If Yes- Attach supporting documents</p>
<p>ENTERPRISE DEVELOPMENT BENEFICIARY</p> <p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT BENEFICIARY</p>	

A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention	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	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable
supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed
R1million threshold, as required in terms of the Value Added Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on
his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent;

	<p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act

Act

No 53 of 2003 as Amended by Act No 46 of 2013,



- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on

the latest financial year-end of _____, the annual Total Revenue was

between

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

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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	



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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

The Contract

Part C1: Agreements and Contract Data

C1.1 Form of Offer and Acceptance

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:

PROVISION FOR THE ENVIRONMENTAL MONITORING COMMITTEE (EMC) CHAIRPERSON, INCLUSIVE OF SECRETARIAT SERVICES FOR THE DCT BERTHS 203 TO 205 RECONSTRUCTION, DEEPENING AND LENGTHENING

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.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

Name &
signature of
witness

(Insert name and address of
organisation)

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.

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

Name &
signature of
witness

*(Insert name and address of
organisation)*

Date



Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	For the tenderer:	For the <i>Employer</i>
Signature	_____	_____
Name	_____	_____
Capacity	_____	_____
On behalf of	(Insert name and address of organisation)	Transnet SOC Ltd
Name & signature of witness	_____	_____
Date	_____	_____

C1.2 Contract Data (Parts 1 & 2)

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 and secondary Options	<p>A: Priced contract with activity schedule</p> <p>W1: Dispute resolution procedure</p> <p>X2 Changes in the law</p> <p>X9: Transfer of rights</p> <p>X10 <i>Employer's Agent</i></p> <p>X11: Termination by the <i>Employer</i></p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Professional Services Contract (June 2005) (amended June 2006 and April 2013)	



10.1	The <i>Employer</i> is (Name): Address Having elected its Contractual Address for the purposes of this contract as:	Transnet SOC Ltd Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000 Transnet National Ports Authority 237 Mahatma Gandhi Road Queens Warehouse Durban 4001
11.2(9)	The <i>services</i> are	Provision for the Environmental Monitoring Committee (EMC) Chairperson, inclusive of Secretariat services for the DCT Berths 203 to 205 Reconstruction, Deepening and Lengthening
11.2(10)	The following matters will be included in the Risk Register	All those matters recorded in accordance with clause 15.1 of the Contract.
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	5 (five) years following Completion or earlier termination.
2	The Parties' main responsibilities	
3	Time	
31.2	The <i>starting date</i> is	22 January 2024
11.2(3)	The <i>completion date</i> for the whole of the <i>services</i> is	14 December 2029

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	4 (four) 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 <i>services</i>.	
5	Payment		
50.1	The <i>assessment interval</i> is on the	25th (twenty fifth) day of each successive month.	
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 effected 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 Merchant Rand 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 Consultant maintains insurance are		
	Event	Cover	Period following Completion of the whole of the <i>services</i> 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 R2 000 000.00 (Two Million Rand) in respect of each claim, without limit to the number of claims	52 Weeks
	death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	General Third Party Liability Insurance for all amounts falling within the excess of the policy, currently R25 000.00 (Twenty Five 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 <i>Consultant</i> 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.

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 5 000 000.

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*



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	For all matters covered under the <i>Employer's</i> Professional Indemnity (PI) and General Third Party Liability policies, the <i>Consultant's</i> liability will be limited to the excesses applicable under the <i>Employer's</i> Professional Indemnity and General Third Party Liability policies as detailed in the policy wordings. The current excesses amounts to R2 000 000.00 (Two Million Rand) PI and R25 000.00 (Twenty Five Thousand Rand) General Third Party Liability, respectively, each and every claim. For all matters not covered under the <i>Employer's</i> Professional Indemnity and General Third Party Liability policies the <i>Consultants</i> liability will be limited to the value of the contract.
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.
60.6	The <i>method of measurement</i> is	As per Part C2.1 Pricing Instructions and as indicated in the Activity Schedule
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

Durban, KwaZulu Natal, South Africa

The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the *arbitration procedure* does not state who selects an arbitrator, is

The Chairman of the Association of Arbitrators (Southern Africa)

12	Data for secondary Option clauses	
X2	Changes in the law	
X2.1	The <i>law of the project</i> is	is the law of the Republic of South Africa subject to the jurisdiction of the courts of South Africa.
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:	T.B.A.
	Address	Queens Warehouse 237 Mahatma Gandhi Road 1ST Floor Durban
		T.B.A.
		T.B.A.
	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	<i>Additional conditions of contract</i>	
	The <i>additional conditions of contract</i> are	
Z1	Obligations in respect of Joint Venture Agreements	

Z1.1

Insert the additional core clause 21.5

21.5.1 In the instance that the *Consultant* is a joint venture, the *Consultant* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract *starting date*.

The Joint Venture agreement shall contain but not be limited to the following:

- A brief description of the Contract and the Deliverables;
 - The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;
 - The 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;
 - Written confirmation by all of the constituents:
 - i. of their joint and several liability to the *Employer* to Provide the *services*;
 - 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 *Consultant's* representative;
 - iv. Identification of the roles and responsibilities of the constituents to provide the *services*.
 - Financial requirements for the Joint Venture:
 - 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	Insert additional core clause 21.6
	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> .
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></p> <p>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 Employer 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"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information, which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information, which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z4	Additional Clause Relating to the Employer's 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.



24.3	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><i>Clause 33.2. is added as an additional clause.</i></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	<i>Employer's Step in rights</i>
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 <i>works</i>) and generally does all things required by the <i>Employers' Agent</i> to achieve this end.



Z8.1 The first assessment interval	
Z8.1	In the event that the <i>Consultant</i> is not loaded on the vendor data base, the <i>Employer's Agent</i> first assessment of the amount due will be done once the <i>Consultant</i> has been successfully loaded as a vendor on the <i>Employers</i> data base following submitting all valid updated documents to the Procurement Officer. Therefore, on NEC PSC Clause 50.1 the following text is removed in its entirety "and is no later than the assessment interval after the starting date"

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 <i>services</i> 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
----------	-----------------------------	-------------------------	-------------

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

Part C2: Pricing Data

PART C2: PRICING DATA

Document reference	Title	No of pages
C2.1	This Cover Page	1
C2.1	Pricing instructions: Option A	4
C2.2	Activity Schedule	5
C2.3	<i>Staff rates and expenses</i>	1

C2.1 Pricing Instructions

C2.1 Pricing instructions: Option A

1.1 The *conditions of contract*

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

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

Identified 11 (14) The Activity Schedule is the *activity schedule* unless later changed in
and 11.2 accordance with this contract.
defined
terms

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

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

1.3 Measurement and Payment

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

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

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

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

1.3.5 The Prices to include all expenses (e.g., travel, accommodation, sub-sistence allowance, etc.) deemed necessary for the proper execution of an activity on the Activity Schedule throughout the or (activities) duration of the contract.

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

1.4 Staff rates and expenses

1.4.1 Staff rates:

- 1.4.1 Tendering consultants are advised to consult page 30 of the NEC3 Professional Services Contract (April 2013) Guidance Notes and Flow Charts before entering *staff rates* into Contract Data, or below in Part C2.3.

This is because *staff rates* can be established in one of three ways:

- rates for named staff,
 - rates for categories of staff or
 - rates related to salaries paid to staff.
- 1.4.2 The *staff rates* are the prices charged for staff and shall include for all the costs to the *Consultant*, including basic salary, any additional payments or benefits and social costs, overhead charges incurred as part of normal business operations including the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 1.4.3 In addition to 1.4.2 above, the staff rates shall be derived from the total annual cost of employment of a person. The total annual cost of employment of a person is the total amount borne by the *Consultant* in respect of the employment of such a person per year, calculated at the amounts applicable to such a person at the time when the services are rendered, including basic salary, or a nominal market related salary, fringe benefits not reflected in the basic salary, including normal annual bonus; employer's contribution to medical aid; group life insurance premiums borne by the *Consultant*; the *Consultant's* contribution to a pension or provident fund; and all other benefits or allowances payable in terms of a letter of appointment, including any transportation allowance or company vehicle benefits, telephone and / or computer allowances, etc; and amounts payable in terms of an Act including, but not limited to, the Basic Conditions of Employment Act. Consequently, *staff rates* are to **include** for all burdens/on-costs, statutory holidays and all leave entitlements (normal leave, sick leave, family responsibility leave, maternity leave, etc.) in terms of such person's conditions of employment and/or in terms of the Basic Conditions of Employment Act.
- 1.4.4 The *staff rates* for salaried **technical** staff shall not exceed that payable for an appropriately **professionally qualified** staff responsible for carrying out the relevant service.

- 1.4.5 The *staff rates* shall include all necessary protective clothing, standard equipment, medicals and inductions required to Provide the Services.
- 1.4.6 Directors or members providing strategic guidance in planning and executing a project or performing quality management checks **shall be deemed to be included in the staff rates and shall not be paid for separately.** Payment to a director or member **not** providing strategic guidance in planning and executing a project or performing quality management checks shall be paid under another **relevant** category appropriate to the service being provided.
- 1.4.7 The *staff rates* derived from Part C2.3 excludes value added tax.
- 1.4.8 The *staff rates* for staff travelling more than 1,5 hours from their normal place to or from a jobsite (or vice versa) shall be reduced by a factor of 0.80 i.e., shall be reduced by 20%.

Expenses:

- 1.4.9 *Expenses* associated with employing a staff member in Providing the Services can be listed separately either by the *Employer* in the Contract Data provided by the *Employer* or by the *Consultant* in the Contract Data provided by the *Consultant*. Only the *expenses* defined in part one and part two of the Contract Data may be claimed by the *Consultant*; all other costs to the *Consultant* associated with Providing the Services must be included within the *staff rates*. In this regard, tendering consultants are strongly urged to consult page 42 of the NEC3 Professional Services Contract (April 2013) Guidance Notes and Flow Charts as **"only expenses stated in the Contract Data are payable in addition to the Price for Services Provided to Date"**.
- 1.4.10 A subsistence allowance is an amount intended to cover incidental costs incurred by reason of living away from home, such as the cost of meals, liquid refreshments, phone calls, internet access, laundry and job-related out of pocket *expenses* that are not paid for in terms of the contract.
- 1.4.11 A subsistence allowance may only be claimed in respect of each night that a staff member is away from home.
- 1.4.12 Travel *expenses* may only be claimed in respect of the cost of transportation of the *Consultant's* staff from their usual place of business to the jobsite and return from the jobsite to *Consultant's* usual place of business.
- 1.4.13 All air travel shall be in economy class on a scheduled airline.
- 1.4.14 Accommodation means a

bed and breakfast.

guest house.

self-catering; or

hotel having a star rating of 1, 2 or 3

as defined by the Tourism Grading Council of South Africa (see www.tourismgrading.co.za).

Note: A lodge, country house or 4 star or higher star rated hotel is not accommodation. Any stay in such a facility cannot be claimed as an *expense*.

1.4.15 Breakfast not included in accommodation is not an *expense* as it falls under the subsistence allowance.

1.4.16 A hired car means a motor vehicle having an engine capacity of not more than 1600cc.

Note: A hired car having an engine capacity greater than 1600cc is not a hired car and cannot be claimed as an *expense*.

C2.2 Activity Schedule

C2.2 Activity Schedule

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

The Activity Schedule is to be read in conjunction with the Employer's Scope of Services

A Environment Management Committee (EMC) Chairperson, including Secretariat services

ITEM NO.	ACTIVITY SCHEDULE	LUMP SUM PRICE
*	Start up	
*.1	Review of the Project documentation prepared to date in preparation for commencing the EMC. Environmental Authorisation, Environmental Management Programme, Central Sandbank Mitigation/Monitoring Plan, Environmental Control Officer Terms of Reference, Meeting minutes from inaugural EMC and planning meetings.	R
*.2	Convening, Charing and minute-taking of Contract Progress meetings, review, and feedback at least every quarter for the duration of the contract.	R
	*. Total Start-up cost	R
A	Quarterly Services (Year 1 – Quarter 1)	
1.1	Review the ECO quarterly full compliance report (4hrs) (Chairperson @ R /hr.)	R
1.2	Review the CSMP Quarterly Environmental Monitoring report (4hrs) (Chairperson @ R /hr.)	R
1.3	Preparation for EMC Meeting: A. Agenda & Invitation (1hr) (Secretary @ R /hr.) B. Attendance at Meeting (6hrs) (Chairperson @ R /hr. and Secretary @ R /hr.) C. Minutes of the previous meeting (3hrs) (Secretary @ R /hr.)	R
1.4	Contact and Correspondence with EMC members, clarifications etc. per quarter (2 hrs per week = 8 hrs per month x 3 = 24hrs per quarter) (Secretary @ R /hr.)	R
1.5	Preparation of Chairperson's Quarterly report (4hrs)	R
	A. Total [Year 1 Quarter 1] cost	R

B	Quarterly Services (Year 1 – Quarter 2)	
2.1	Review the ECO quarterly full compliance report (4hrs) (Chairperson @ R /hr.)	R
2.2	Review the CSMP Quarterly Environmental Monitoring report (4hrs) (Chairperson @ R /hr.)	R
2.3	Preparation for EMC Meeting: D. Agenda & Invitation (1hr) (Secretary @ R /hr.) E. Attendance at Meeting (6hrs) (Chairperson @ R /hr. and Secretary @ R0.00/hr.) F. Minutes of the previous meeting (3hrs) (Secretary @ R /hr.)	R
2.4	Contact and Correspondence with EMC members, clarifications etc. per quarter (2 hrs per week =8 hrs per month x 3 = 24hrs per quarter) (Secretary @ R /hr.)	R
2.5	Preparation of Chairperson's Quarterly report (4hrs)	R
	B. Total [Year 1 Quarter 2] cost	R

C	Quarterly Services (Year 1 – Quarter 3)	
3.1	Review the ECO quarterly full compliance report (4hrs) (Chairperson @ R /hr.)	R
3.2	Review the CSMP Quarterly Environmental Monitoring report (4hrs) (Chairperson @ R /hr.)	R
3.3	Preparation for EMC Meeting: G. Agenda & Invitation (1hr) (Secretary @ R /hr.) H. Attendance at Meeting (6hrs) (Chairperson @ R /hr. and Secretary @ R /hr.) I. Minutes of the previous meeting (3hrs) (Secretary @ R /hr.)	R
3.4	Contact and Correspondence with EMC members, clarifications etc. per quarter. (2 hrs per week =8 hrs per month x 3 = 24hrs per quarter) (Secretary @ R /hr.)	R
3.5	Preparation of Chairperson's Quarterly report (4hrs)	R
	C. Total [Year 1 Quarter 3] cost	R

D	Quarterly Services (Year 1 – Quarter 4)	
4.1	Review the ECO quarterly full compliance report (4hrs) (Chairperson @ R /hr.)	R
4.2	Review the CSMP Quarterly Environmental Monitoring report (4hrs) (Chairperson @ R /hr.)	R
4.3	Preparation for EMC Meeting: J. Agenda & Invitation (1hr) (Secretary @ R /hr.) K. Attendance at Meeting (6hrs) (Chairperson @ R /hr. and Secretary @ R /hr.) L. Minutes of the previous meeting (3hrs) (Secretary @ R /hr.)	R
4.4	Contact and Correspondence with EMC members, clarifications etc. per quarter. (2 hrs per week = 8 hrs per month x 3 = 24hrs per quarter) (Secretary @ R /hr.)	R
4.5	Preparation of Chairperson's Quarterly report (4hrs)	R
	D. Total [Year 1 Quarter 4] cost	R

Price Summary and Total

*	*. [Start-up]	R
----------	----------------------	----------

1	A. [Year 1 Quarter 1]	R
2	B. [Year 1 Quarter 2]	R
3	C. [Year 1 Quarter 3]	R
4	D. [Year 1 Quarter 4]	R
	A+B+C+D = Total Cost for Year 1	R

	Percentage increase for Year 2	%	
5	E. [Year 2 Quarter 1]		R
6	F. [Year 2 Quarter 2]		R
7	G. [Year 2 Quarter 3]		R
8	H. [Year 2 Quarter 4]		R
	E+F+G+H = Total Cost for Year 2		R

	Percentage increase for Year 3	%	
9	I. [Year 3 Quarter 1]		R
10	J. [Year 3 Quarter 2]		R
11	K. [Year 3 Quarter 3]		R
12	L. [Year 3 Quarter 4]		R
	I+J+K+L = Total Cost for Year 3		R

	Percentage increase for Year 4	%	
13	M. [Year 4 Quarter 1]		R
14	N. [Year 4 Quarter 2]		R
15	O. [Year 4 Quarter 3]		R
16	P. [Year 4 Quarter 4]		R
	M+N+O+P = Total Cost for Year 4		R

	Percentage increase for Year 5	%	
17	Q. [Year 5 Quarter 1]		R
18	R. [Year 5 Quarter 2]		R
19	S. [Year 5 Quarter 3]		R
20	T. [Year 5 Quarter 4]		R
	Q+R+S+T = Total Cost for Year 5		R

	Percentage increase for Year 6	%	
21	U. [Year 6 Quarter 1]		R
22	V. [Year 6 Quarter 2]		R
	U+V+W+X = Total Cost for Year 6		R

	*. Start up	R
	Total Cost for Year 1	R
	Total Cost for Year 2	R
	Total Cost for Year 3	R
	Total Cost for Year 4	R
	Total Cost for Year 5	R
	Total Cost for Year 6	R
	The offered total of the Prices exclusive of VAT	R
	Value Added Tax @ 15%	R
	The offered total of the Prices inclusive of VAT carried to Form of Offer and Acceptance	R

C2.3 Staff Rates and Expenses

This section can be used when the *staff rates* and *expenses* are considerable in number and more conveniently located here than in the Contract Data. Entries in the Contract Data should refer to this section of Part C2.

The *staff rates* are:

Designation		Basis of <i>staff rate</i> , excluding VAT	Applicable parameter
1	Partner	R	Per hour
2	Associate	R	Per hour
3	Professionally qualified staff, with adequate expertise and relevant experience, who carry direct professional responsibility for one or more specific activities related to a project.	R	Per hour
4	Salaried technical staff with adequate expertise and relevant experience performing work with direction and control provided by any person contemplated in categories 1, 2 or 3.	R	Per hour
5	Casual labour employed, on a daily basis.	R	Per hour

The *expenses*, in addition to those listed in Contract Data Part One (Data provided by the *Employer*), are:

Category	Basis of expense, excluding VAT	Applicable parameter
1 Subsistence allowance	N/A	N/A
2 Factor applied to transportation costs and accommodation	N/A	N/A
3 Private car or MPV		
3.1 Engine capacity less than or equal to 1600 cc	N/A	N/A
		N/A
4 Pick up vans and bakkies		
4.1 Engine capacity less than or equal to 1600 cc	N/A	N/A
		N/A
5 Other expenses:		
	N/A	N/A

Part C3: Scope of Services

C3.1 Scope of Services

PART C3: THE SCOPE OF SERVICES

Document reference	Title	No of page
C3.1	This cover page	1
	The Scope of Services	4
	List of Annexures	21
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C3.1: The Scope of Services

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Abbreviations

The following abbreviations are used in this *Scope of services*:

Abbreviation	Meaning given to the abbreviation
CSMP	Central Sandbank Mitigation Plan
DCT	Durban Container Terminal
DEA	Department of Environmental Affairs
DFFE	Department of Forestry, Fisheries and the Environment
ECO	Environmental Control Officer
EA	Environmental Authorisation
EIA	Environmental Impact Assessment
EMC	Environmental Management Committee
EMPr	Environmental Management Programme
EAPASA	Environmental Assessment Practitioners Association of South Africa
I&APs	Interested and Affected Parties
IPCC	Intergovernmental Panel on Climate Change
KZN LH	KwaZulu Natal Logistics Hub
LRE	Long Reach Excavator
TIMS	Transnet Integrated Management System
TNPA	Transnet National Port Authority
ToR	Terms of Reference

C3.1 The Scope of Services

SECTION 1

1. Description of Services

1.1 Background

The multifaceted nature of the Durban Container Terminal (DCT) Pier 2 developments is captured in the excerpts below.

To read the full document please refer to the list of annexures.

For a site plan – refer to Annexure 8

The Environmental Authorisation (EA) for The Deepening, Lengthening and Widening of Berths 203 to 205 at Pier 2 Container Terminal, Port of Durban Ref: 14/12/16/3/3/2/275 (dated 21/01/2015)

Transnet plans to upgrade Berths 203 to 205, Pier 2, Container Terminal, Port of Durban. The existing Blockwork Quay wall structure along Pier 2 Berth 203 to 205 was designed in the 1970s to support dockside cranes with the lifting capacity of 4 tons. The quay walls are presently operating beyond their original design limitations. Recent studies have concluded that the existing quay walls do not meet the minimum Eurocode 7 Safety Standards and that there is a risk of potential quay wall failure (PRDW, 2011).

The main motivation for the upgrade of the quay wall at Berth 203 to 205, Pier 2 was the current unsafe conditions at Berths 203 to 205. However, for the Port of Durban to remain competitive as a 'hub' Port for Southern Africa there was also a need to accommodate Super Post Panamax vessels which require deeper channels and longer Berths. The combination of these motivating factors contributed to the decision to upgrade and extend Berth 203 to 205 thus providing safe berthing conditions and meeting the present demand of shipping companies for ports which can accommodate large container vessels.

Nemai Consulting was then appointed by Transnet National Ports Authority (TNPA)¹ to undertake the requisite Environmental Authorisation and permit/license Processes for the Proposed Berth 203 to 205, Pier 2 upgrade which involves the following activities as depicted in figure 1 and figure 2 below:

¹ Hereafter Transnet



- The westward lengthening of Berth 205 by 170m;
- The eastward lengthening of Berth 203 by 100m;
- The seaward widening of Berths 203 to 205 by 50m;
- The deepening of the berth channel, approach channel, and vessel turning basin from the current -12.7m CDP to -16.5m CDP;
- The excavation of trench to -19m CDP for the Caisson Quay Wall;
- The construction of caissons, storage of sheet piles or pre-casting of elements of the Deck on Pile at Bayhead Lot 10;
- The offshore disposal of dredge material;
- The offshore sand winning for infill material; and
- The installation of Ship to Shore cranes and associated infrastructure.

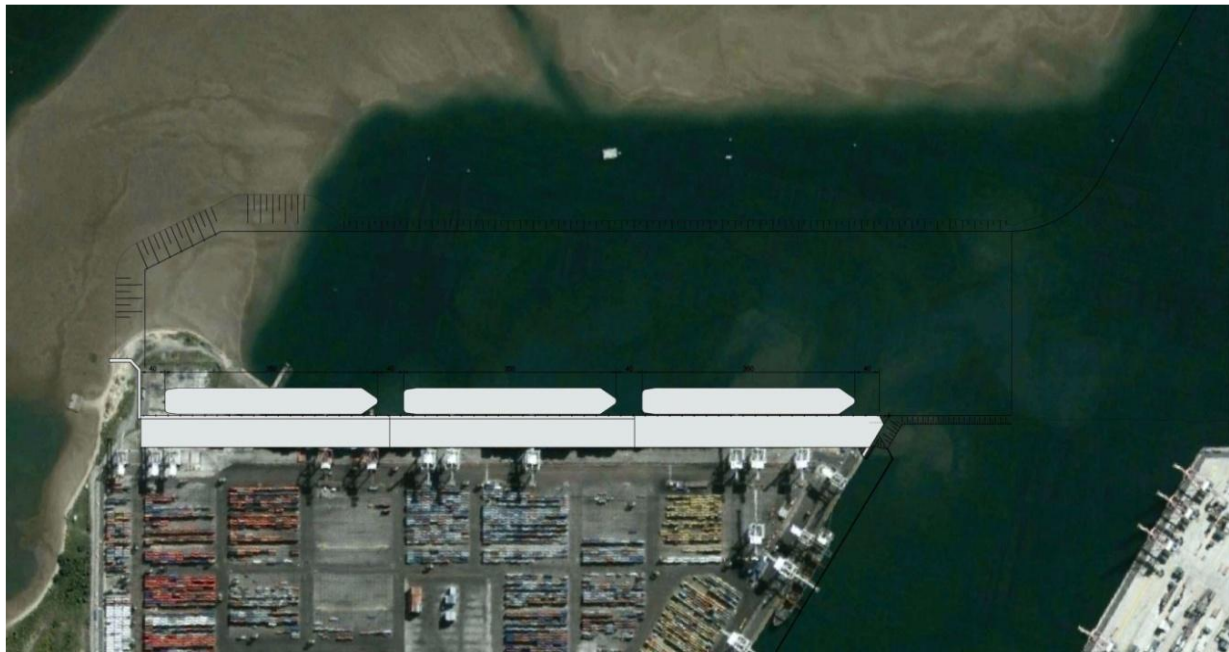


Figure 1: DCT Pier 2 Berth 203-205 Expansion



Figure 2: Conceptual Map showing the location of Bayhead Lot 10 in relation to Pier 2

The Department of Environmental Affairs (DEA) now the Department of Forestry, Fisheries and the Environment (DFFE) granted the Environmental Authorisation (EA) for the Berth 203 to 205 Expansion on 21 January 2015 (see annexure 1) and the authorisation was subsequently upheld against appeal on 9 September 2015 (See annexure 2).

As part of the authorisation and appeal decision, Transnet was required to meet a number of specific conditions including the following:

- *The Environmental Management Programme submitted as part of the Application for the environmental authorisation must be amended to include monitoring activities undertaken and must be submitted to the Department for written approval prior to the commencement of the activity. The recommendations and mitigation measures recorded in the amended EIAR dated 5 August 2014 must be incorporated as part of the EMPr. Once approved, the EMPr must be implemented and adhered to. (For the updated EMPr see Annexure 3).*

In addition, a number of additional documents were also required by the authorisation and Appeal including the following:

- *A Central Sandbank Mitigation Plan (CSMP) which is informed by the baseline monitoring of the sandbank. (The CSMP is available at Annexure 4)*



- *An Integrated Waste Management Approach that is based on waste minimisation and incorporates reduction, recycling and reuse options. (Annexure 5)*
- *A Monitoring and Evaluation Plan with regards to climate change adaptation. (Annexure 6).*

The amended Environmental Management Programme was updated in line with the requirements of the authorisation for the Berth 203 to 205 Expansion and aims at ensuring proper implementation of all requisite mitigation measures required for the Berth 203 to 205 Expansion during pre-construction, construction and operation. The EMPr includes the requirements of the Integrated Waste Management Approach; the Monitoring and Evaluation Plan as well as the mitigation measures suggested by the additional specialist studies included in the Amended Environmental Impact Assessment Report dated August 2014.

The findings of the baseline monitoring however, were not included in the amended Environmental Management Programme as the baseline monitoring was only completed in 2016 and thereafter incorporated in the CSMP. The CSMP was approved by the DFFE in June 2017 and the CSMP forms part of an annexure to the Amended EMPr. These two documents combined provide all necessary mitigation measures for the Berth 203 to 205 Expansion. The CSMP provides the detailed requirements for environmental monitoring during the Berth 203 to 205 Expansion Construction Phase. It provides the thresholds of acceptable change which will be used to inform the Environmental Monitoring Committee of the success of the implementation of the Sandbank Extension.

Furthermore, the authorisation contained a number of specific conditions in relation to the central sandbank construction and these conditions include the following:

- Ensure baseline monitoring is undertaken as described in the Ecological Risk Assessment pertaining to the creation of the Estuarine Habitat in Durban Bay by extension of the Central Sandbank Report dated January 2014 by the CSIR and Anchor Environmental.
- The baseline thresholds of acceptable change for each of the aspects described in the report must be derived from the ecological baseline data.
- Ensure that Ecological baseline data is collected over a period of 12-24 months prior to the commencement of the authorised development.
- Compile Central Sandbank Mitigation Plan and include findings of the baseline monitoring.



- EThekweni Municipality must be involved in the baseline monitoring of the sandbank and must ensure that the outcomes of the baseline monitoring inform the Central Sandbank Mitigation Plan.
- Ensure that construction activities on the Central Sandbank may only commence upon the approval of the Central Sandbank Mitigation Plan.

In addition to the above, the appeal decision included the following condition:

- eThekweni Municipality is to be involved in the baseline monitoring of the sandbank and must ensure that the outcomes of the baseline monitoring inform the Central Sandbank Mitigation Plan. The monitoring of compliance against the baseline monitoring must solely be the responsibility of the Environmental Control Officer and must be independent of the applicant.

1.2 Post Appeal process

Having met all the pre-construction requirements stipulated in the above documents (EA, EMPr, CSMP, Appeal decision etc.), Transnet appointed a contractor in July 2018 however, construction activities were put on hold in November 2018 and a contract was terminated with the appointed service provider in April 2019. Transnet re-initiated the procurement process in 2019 and that process was also put on hold.

During 2020, Transnet appointed ECA Consulting to initiate the Part 2 amendment application to the approved EMPr and the EA due to the changes in the construction methodology. These changes emanated from the inclusion of the additional dredging equipment i.e. the long reach excavator (LRE) whose impacts were not assessed during the initial Environmental Impact Assessment. A part 2 EIA amendment process was followed and a positive EA amendment and EMPr was granted in May 2021. Similarly, the amendment was challenged by the I&As and the appeal was overturned.

Transnet committed to continue with independent seasonal environmental monitoring as described under the CSMP even after the termination of the marine contract in November 2018 to provide for a representative sampling data set over all seasons. Due to the time that has lapsed since the issuance of the EA and approval of the EMPr and relevant permits, there is evidence that the status of the bay has transformed and the baseline monitoring data collected during 2014-2016 is no longer relevant and a new baseline and thresholds for acceptable changes need to be updated prior to project construction. Similarly, the Climate Change Adaptation plan that was prepared for the same project



indicates that some of the climate change scenarios have already been experienced and needs to be updated to meet the latest Inter - Governmental Panel Climate Change (IPCC) AR6. As such, the environmental specifications such as the CSMP, EMPr, Climate Change Adaptation plans are being updated for approval by the DFFE. Moreover, the Disposal at Sea permit has lapsed, and a new permit has been lodged with the DFFE (Oceans and Coasts).

TNPA is now in position to go out to the market to procure the services of the construction contractor hence the appointment of the Environmental Management Committee (EMC) Chairperson and Secretariat to comply with the EA conditions.

2 Establishment of the EMC Chairperson

The Environmental Authorisation for the Berths 203 to 205 construction requires the establishment of the Environmental Monitoring Committee. The EMC structure is comprised of Non-Governmental Organisations, statutory bodies, public, ECO and Transnet. The role of the EMC is stipulated under section 41.4 of the EA ref14/12/16/3/3/2/275 (dated 21/01/2015). The EMC terms of reference are contained in Annexure 7. The ECO will act as the EMC monitoring representative for conducting independent monitoring and audits. The ECO will report the findings to the EMC.

3 Role of the EMC Chairperson

In line with the Integrated Environmental Management Series 21 (DEAT, 2005), the overall responsibility of the EMC chairperson is to ensure that the EMC functions effectively and achieves its primary purpose of ensuring that the implementation of the EA conditions and the EMPr is properly monitored and reported upon. The Chairperson shall ensure the following:

1. The orderly conduct of EMC meetings and meaningful involvement of all representatives.
2. Smooth, timeous and regular flow of information between EMC members and the DFFE.
3. A structured and thorough process is followed in monitoring the implementation of the EMPr, the EA, the Appeal Decision and the CSMP.
4. Prevent and discourage stakeholders from using the EMC as a platform to further their own agendas.



5. Prevent and discourage stakeholders from raising issues not in alignment with the EMCs Terms of Reference (ToR) and the task at-hand (i.e. monitoring compliance against the EMPr, CSMP, EA, EA Amendment and Appeal Decision).
6. The EMC functions in accordance with the conditions of the EA, adheres to the EMC ToR, performs its role and responsibilities in terms of the EMPr with due diligence and advances the responsible implementation of the Project in the most productive way.
7. The Chairperson shall be unbiased in all deliberations of the EMC.
8. The Chairperson shall be the spokesperson for the EMC.
9. The Chairperson shall ensure that all EMC meetings whether scheduled or ad hoc are duly constituted in accordance with the ToR and strictly adhere to the procedures laid down.
10. The Chairperson shall provide secretariat, logistical and organisational support to the EMC.
11. The Chairperson shall schedule meetings, compile an agenda, produce accurate minutes, disseminate minutes of meetings, the agenda of a meeting and other materials, in an efficient manner.
12. The Chairperson shall handle public enquiries and complaints in an efficient manner and maintain records thereof.
13. The Chairperson shall ensure that all appropriate information pertaining to the EMC is secured and, when required, meet with Transnet to resolve any issues pertaining to the functioning of the EMC.
14. Distribute minutes of meetings to members within 10 working days after the meeting.
15. Prepare information packs (containing the agenda, relevant audit and/or monitoring reports and distribute to the EMC no later than 14 working days prior to the next EMC meeting.
16. The Chairperson will endeavour to Chair all EMC meetings in such a way that the interests of the project and all stakeholders are at all times optimally accommodated in an atmosphere conducive to creative interaction and that meetings are optimally productive.
17. The Chairperson shall apply conflict resolution measures when parties within the EMC fail to agree.



18. The Chairperson shall compile a quarterly report for Submission to the Director: Integrated Environmental Authorisation of the DEA now DFFE. The report must include matters as described in Condition 41.1 of the EA.

4 Administration

The EMC Chairperson shall provide **an additional resource** for the secretariat function and shall ensure that the necessary administrative and logistical support services are undertaken including the following:

1. Chairperson's correspondence and general administrative arrangements as required which shall include organization of EMC meetings.
2. Maintaining all EMC records.
3. Compiling and distributing agendas and notices of EMC meetings, 14 days in advance of the meeting.
4. Taking minutes at meetings, attending to general correspondence and preparing any other documents on behalf of the EMC.
5. Any other secretarial duties required for the effective and efficient running of the EMC.
6. Co-ordinate EMC correspondence so that the EMC meetings run effectively.
7. Assist the Chairperson with any administrative support required to fulfil the functions and obligations of the EMC.

5 Evaluation Criteria

The *Consultant* is required to demonstrate their experience in facilitating the EMC Chairperson secretariat function as per T2.2-02. The experience that will be evaluated for scoring purposes is that of the chairperson and secretariat services. The *Consultant* is also required to submit the CVs of their relevant personnel proposed for this work. Proof of competency (Minimum of a Bachelor's degree) as per T2.2-01. The *Consultant* is required to demonstrate their past experience in a Professional Field that would have capacitated them for the delivery of the required professional services. Past experience that will be considered for evaluation purposes is that acquired during the last 15 years. The *Consultant* must supply a sufficiently detailed traceable reference list with contact details of previous and existing customers/ clients/ employers/ of at least 5 projects for which the Chairperson and Secretariat service was rendered. In addition, the Consultant must provide an Approach paper outlining how they intend to execute the work as per T2.2-03.

The Consultant must achieve a minimum score of 60 of the evaluation criteria to be considered for this tender.

6 Consultant's Key People

- 6.1 The *Consultant* shall ensure that competent, experienced and dependable Chairperson and supporting resources are available for the full duration of the contract. Every effort must be exercised by the *Consultant* to minimise the replacement of key persons to ensure continuity and efficiency in Providing the Service.
- 6.2 The *Consultant* shall provide an organogram of all his key people (both as required by the Employer and as independently stated by the *Consultant* under Contract Data Part Two), including their roles and responsibilities, and whether such key people are authorised to communicate, on behalf of the *Consultant*, with the Employer's Agent.
- 6.3 The *Consultant* shall employ suitably qualified and experienced Chairperson who has developed the necessary skills to provide the Environmental Monitoring Committee (EMC) Chairperson function, inclusive of Secretariat services for the DCT Berths 203 to 205 Reconstruction, Deepening and Lengthening.

6.3.1. Chairperson

The Chairperson shall hold as a minimum, a Bachelor's degree, with at least 10 years of relevant experience in the Environmental Professional Field necessary to provide the required professional services.

7 Programme

The *Consultant* shall prepare and submit a project programme indicating the activities based on the scope of *services* and the programme shall indicate planned dates for each required meeting for the Environment Monitoring Committee (EMC) for the whole contract duration.

7.1 Programming Constraints

- a) In planning the *services* the *Consultant* shall clearly identify the activities durations and the associated resources.
- b) The *Consultant's* plan shall be aligned with the sequence of construction as per the *Employer's* programme and shall later be aligned with the overall scope for the *Contractor* to be appointed.



- c) The *Consultant* takes due cognisance of the phased approach to the project and sectional completion dates. This may mean that there could be a stop start between phases/activities and may not guarantee continuation of service.
- d) The *Consultant* includes any reasonable foreseen and unforeseen constraints, assumptions and conditions which may arise in line with the overall scope.
- e) The *Consultant* shall make himself fully aware of the stringent environmental constraints imposed on this project. Refer to environmental documentation attached to annexures.

8 Document Control

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

All contract correspondence shall be issued through document control. All document submissions shall be electronic transmissions and shall be submitted by the *Consultant* in Adobe Acrobat (.PDF) and native file format when required. The preferred platform for electronic transmission is Microsoft OneDrive/SharePoint.

The TNPA document controller shall facilitate the setup of the filing structure and access levels on Microsoft SharePoint/OneDrive.

The *Consultant* shall apply "wet signatures" to the original documentation before scanning the single sided, signed original prior to formal submission to the Project; electronic signatures are also permissible.

Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, always, the latest generation of virus protection software and up-to-date virus definitions.

The *Consultant* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation. The *Consultant* shall maintain electronic format of ALL project documentation for the duration of the contract.

Hardcopy original documents must be delivered within 24 hours of electronic submission of same to the project site office document control department, when requested.

All documentation and data submitted electronic, and hardcopy must conform to the Project Standards and Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Documentation not meeting the Project Standards and Quality requirements will be cause for rejection and shall be returned to the *Consultant* for corrective action and re-submission.

Should any change be made to documentation or data which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the outdated information.

The *Consultant* shall be responsible to ensure that proper safety measures are in place to protect project documentation temporarily stored on site against theft, fire, flooding or excessive dampness.

The *Consultant* shall be responsible for the supply of all Sub-*Consultant*/ Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Consultant have the capability to supply the necessary documentation and data in the required timeframe and quality requirements are met as outlined in the specified standards prior to awarding sub-orders.

The *Consultant* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (The *Consultant* shall ensure that a dedicated Document Controller is available for the Project).

a) Creating the Document referencing and retrieval system

It is imperative that a robust document control system be developed at the commencement of the development, as close out is estimated to be in 6 years.

A detailed log of documents created and maintained by the EMC over the duration of the Project is to be kept.

A detailed log of documents provided to the EMC by Transnet over the duration of the Project must be kept.



The ECO monthly reports, all quarterly reports, all environmental monitoring results and reports, all EMC chairman's reports, all meeting minutes, agendas, signed attendance registers, invitations sent out, apologies received, all presentations prepared, all invoices, schedules and contractual documents, etc. must be hyperlinked to a well organised spreadsheet [excel workbook] for easy retrieval**.

The workbook must have a Tab / page capturing any decisions or instructions, Early warnings, etc. and linking the relevant email or written correspondence. All instructions and decisions must be followed up in writing.

****This list is not exhaustive and may contain more fields. An excel spreadsheet is also not compulsory if more effective and efficient methods are available on the cloud / per a secure webpage, etc.**

Transnet usually requires that documentation (schedule, invoices, draft chairman's report to the authorities, etc) is submitted by the 15th day of a month. These are then reviewed by the project team and a progress meeting is scheduled with the *consultant* for the following week (but before financial closure on the 25th day of a month). Outcomes from this meeting can then be reported internally.

b) Reporting and Monitoring

The Consultant reports to the Employer's Agent or his delegated representative at intervals suitably agreed.

Meetings of a specialist nature may be convened as specified elsewhere in this Scope of Services or if not so specified by persons and at times and locations to suit the Parties, the nature and the progress of the Works. Records of these meetings are to be submitted to the Employer's Agent by the Chairperson convening the meeting within five days of the meeting.

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



9 Health, Safety and Risk Management

1. The *Consultant* shall comply with the Health and Safety requirements contained in the HAS-GL-001 (Annexure 3) Health and Safety and Procedural Compliance with the Occupational Health and Safety Act and Applicable Regulations to this Works Information.
2. The Consultant must comply with the requirements of the Department of labour notice Covid-19 Occupational Health and Safety Measures in Workplaces Covid-19 (C19 OHS), 2020 annexure 9.
3. The Consultant must comply with the requirements of the Covid-19 Post Lockdown Construction Site Health and Safety Guidelines IMS-HS-GL-009-01 version 2 annexure 10.
4. The Consultant shall comply with all applicable legislation, regulations issued in terms thereof and Transnet's safety rules which shall be entirely at the Consultant's cost and which shall be deemed to have been allowed for in the rates and prices.
5. The Consultant will be required to submit particulars of his Health and Safety personnel within 1 (one) week of award of tender. Particular requirements of the Employer, if any, will be made known on award of the contract.
6. The Consultant shall, in particular, comply with the following Acts:
 - i. The Compensation for Occupational Injuries and Diseases Act, No.130 of 1993. The *Consultant* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act and submit with his tender.
 - ii. Act 85 of 1993, Occupational Health and Safety Act.
 - iii. The Provisional Ordinances and Local Authority, by-laws and all relevant regulations framed there under.
7. Where applicable, the Consultant and his employees shall have valid safety inductions when accessing or working on site. Copies of which shall be submitted to the Employer's Agent. This will be at a time and location Transnet will arrange. The Consultant must allow for this in his pricing.
8. All personnel working on site must have attended the Health and Safety induction course and be in possession of a permit to access the various sites.
9. Depending on the frequency of site visits the consultant may be required to submit the Health and Safety Plan to the Employer for review and acceptance.
10. All personnel working on site or either visiting site must have a valid certificate of fitness conducted by registered Occupational Health Nurse or Practitioners

Reference documents:

- Transnet Integrated Management System (TIMS) policy commitment statement



10 Contract Change Management

For ease of communication, standard templates shall be used for contract change management. The Consultant shall forward all correspondence with respect to contract change management, i.e. early warnings and notifications of compensation events, on the standard templates that will be provided by the Employer.

Records of Time Charge, Payments & Assessments of Compensation Events to be kept by the Consultant

The Consultant shall keep the following records available for the Employer's Agent to inspect:

- Records of Sub-Consultants appointed by the *Consultant*
- Records of people and equipment within the working areas
- Records of equipment used and people employed outside the Working Areas
- Records of quotations, invoices and pay slips

11 Procurement

11.1 Code of Conduct

Transnet 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 Construction Procurement Manual (CPM);
- 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 (B-BBEE); and
- The Anti-Corruption Act.

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

11.2 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 will not participate in corrupt practices and therefore 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, 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 decision stakeholders 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 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.
- Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting).

3. *Transnet’s relationship with suppliers requires us to clearly define requirements, 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, B-BBEE 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.

12 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.

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

13 The Consultant's Invoices

All invoices submitted by the *Consultant* shall be Value Added Tax (VAT) invoices. When the *Employer's Agent* certifies payment (see ECC Clause 51.1) following an assessment and assessment date, the *Consultants* complies with the *Employer's* procedure for invoice. The invoice must correspond to the *Employer's Agent's* assessment of the amount due to the *Consultant* as stated in the payment certificate.

The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The Consultant's VAT Number; and

The Contract number: TNPA/2023/09/0003/43377/RFP

The invoice is presented by post

Invoices submitted by post are addressed to:

Transnet SOC Ltd

PO Box 38162

Point

4069



For the attention of the Employer's Agent, Transnet National Ports Authority

Invoices submitted by hand are presented to:

Transnet National Ports Authority

Queens Warehouse

237 Mahatma Ghandi Road

Point

Durban

For the attention of the Employer's Agent, Transnet National Ports Authority

The invoice is presented as an original.

List of Annexures

All the annexures listed hereunder shall be deemed to form part of the Scope of Services.

The Annexures listed in the Table below are available **only** in the soft copy format (CD).

Table 1 - Environmental Authorisations, Permits and Licences (Project Environmental Specifications PES)

Project Compon	Deepening, widening and lengthening of berths
Authorisation	The Environmental Authorisation (EA) for The Deepening, Lengthening and Widening of Berths 203 to 205 at Pier 2 Container Terminal, Port of Durban Ref: 14/12/16/3/3/2/275 (dated 21/01/2015) Annexure 1
EA Amendment	Amendment of Environmental Authorisation (EA) issued on 21 January 2015 for the Proposed Deepening, Lengthening and Widening of Berths 203 to 205 at Pier 2 Container Terminal, Port of Durban Ref: 14/12/16/3/3/2/275/AM1) Annexure 2
Appeal	The Appeal decision by the Minister of Environmental Affairs Ref: LSA 141396 (dated 9/09/2015) Annexure 3
EMPr	Environmental Management Programme (EMPr) for The Deepening, Lengthening and Widening of Berths 203 to 205 at Pier 2 Container Terminal, Port of Durban (Updated pending approval). Annexure 4
Sandbank	Approved Central Sandbank Mitigation Plan (currently under revision). Annexure 5

Waste	Integrated Waste Management Approach (dated January 2016). Annexure 6
Climate Change	Approved Climate Change Adaptation Monitoring plan (currently under revision) Annexure 7
License / Permit	Dredge Spoil Disposal At Sea License / Permit (DAS)(pending). To be issued to consultant upon receipt from DFFE (Oceans and Coasts)
Permits	Coastal Waters Discharge Permit (CWDP)
EMC	Berths 203 to 205 Expansion EIA - Environmental Monitoring Committee (EMC) Terms of Reference Annexure 8
Appeal	Appeal decision of the amended EA: LSA 206175

Reference Documentation

Documents that relate to the scope of work are called the Project Environmental Specification (PES). The PES includes all the documents listed in Table 1 (above), as well as the Environmental Impact Assessment report (Annexures 9), and the Transnet Capital Project Environmental Governance Framework (Annexures 10 and 11) listed in Table 2 below.

Table 2 –Additional Project Environmental Specifications (PES)

Project Component	Deepening, widening and lengthening of berths
Site Plan	Berths 203 to 205 Expansion EIA Site Plan representing proposed developments. Annexure 9
Impact Report	The Final Environmental Impact Assessment Report (EIAR) for the Deepening, Lengthening and Widening of Berth 203 to 205, Pier 2, Container Terminal and Port of Durban. Dated 05/08/2014 Annexure 10