

TRANSNET SOC LTD[hereinafter referred to as **Transnet**]

Registration Number 1990/000900/30

REQUEST FOR QUOTATION [RFQ] No: TNPA/2025/08/0002/105100/RFQ

**FOR THE PROVISION OF DRYDOCK SERVICES FOR TUG SHASA, PORT OF NGQURA
AT THE PORT OF EAST LONDON, FOR A ONCE-OFF PERIOD, TRANSNET NATIONAL
PORTS AUTHORITY (TNPA)**

ISSUE DATE:	4 SEPTEMBER 2025
NON-COMPULSORY BRIEFING:	10 SEPTEMBER 2025
TIME:	09h00
VENUE:	Microsoft Teams (Join the meeting now)
CLOSING DATE:	18 SEPTEMBER 2025
CLOSING TIME:	16H00
SUBMISSION TO:	Transnet e-tender submission portal – see SBD 1 for details
BID VALIDITY PERIOD	60 BUSINESS DAYS FROM CLOSING DATE

SECTION 1: SBD1 FORM**PART A****INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TNPA, A DIVISION TRANSNET SOC LTD**

BID NUMBER:	TNPA/2025/08/0002/105100/RFQ	ISSUE DATE:	4 SEPTEMBER 2025	CLOSING DATE:	18 SEPTEMBER 2025	CLOSING TIME:	16H00
DESCRIPTION	PROVISION OF DRYDOCK SERVICES FOR TUG SHASA, PORT OF NGQURA AT THE PORT OF EAST LONDON, FOR A ONCE-OFF PERIOD, TRANSNET NATIONAL PORTS AUTHORITY (TNPA)						

BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS

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.

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

- Log on to the Transnet eTenders management platform website/Portal using **Google Chrome:** transnetetenders.azurewebsites.net;
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER" to register new bidder information and ensure that all mandatory information is completed OR to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.**
- Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- No late submissions will be accepted.
- Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid. Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net and Refer to **Annexure A**

BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	Sibulele Mzizi
TELEPHONE NUMBER	N/A
FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	TNPAONBETWEEN@transnet.net

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.				
	TCS PIN		OR	CSD NO:
SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes <input type="checkbox"/> No		BBEEE STATUS LEVEL SWORN AFFIDAVIT	
Yes, Who was the Certificate issued by				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]				
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]
Signature of the Bidder		Date:
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.				

Respondent's Signature

Date & Company Stamp

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 1.7 RESPONDENTS ARE REQUIRED TO SELF-REGISTER ON NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE (CSD) WHICH HAS BEEN ESTABLISHED TO CENTRALLY ADMINISTER SUPPLIER INFORMATION FOR ALL ORGANS OF STATE AND FACILITATE THE VERIFICATION OF CERTAIN KEY SUPPLIER INFORMATION. ONLY FOREIGN SUPPLIERS WITH NO LOCAL REGISTERED ENTITY NEED NOT REGISTER ON THE CSD. THE CSD CAN BE ACCESSED AT [HTTPS://SECURE.CSD.GOV.ZA/iu](https://secure.csd.gov.za/iu)

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE: _____

SECTION 2: NOTICE TO BIDDERS

1 Responses to RFQ

Responses to this RFQ [**Quotations**] must not include documents or reference relating to any other quotation or proposal. Any additional conditions that the bidder wants to bring to the attention of Transnet must be embodied in an accompanying letter.

2 Formal Briefing

A non-compulsory pre-proposal RFQ briefing will be conducted via Microsoft teams https://teams.microsoft.com/l/meetupjoin/19%3ameeting_ZGYzNzZIYtAtMDMwMC00ODlkLWEwNGUtZDczMGU2MjFkZTgw%40thread.v2/0?context=%7b%22Tid%22%3a%22a1a39996-f913-4016-a58a-361c60dec580%22%2c%22Oid%22%3a%22785bc9b3-dbb1-4e71-8ea7-00893d73dd1e%22%7d on the 10 September 2025, at 09h00 for a period of \pm 2 hours. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 Despite the briefing session being non-compulsory, Transnet encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the non-compulsory session subsequently feels disadvantaged as a result thereof.

3 Communication (Clarifications and Complaints)

- 3.1 Specific clarification queries relating to this RFQ before the closing date of the RFQ should be submitted to TNPAPONBETWEEN@transnet.net before **16h00 on 15 September 2025**. In the interest of fairness and transparency Transnet's response to such a query will then be made available to other bidders.
- 3.2 Specific complaints relating to this RFQ before or after the closing date should be formally submitted by emailing groupscmcomplaints@transnet.net. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.
- 3.3 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- 3.4 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 3.5 The outcome of the process will be communicated, via email, to all bidders as soon as the process is concluded. Should a bidder not receive any communication from Transnet 30 days after the expiry of the validity period of this bid, the bidder can consider its bid not being successful. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

4 Legal Compliance

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

5 Employment Equity Act

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

6 Changes to Quotations

Changes by the Respondent to its submission will not be considered after the closing date and time.

7 Binding Offer

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

8 Disclaimers

8.1 Respondents are hereby advised that Transnet is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that Transnet reserves the right to:

- modify the RFQ's goods / service(s);
- award only a portion of the proposed goods / services which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider as may be explicitly articulated in the conditions or objective criteria to this RFQ;
- cancel the quotation process;
- validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- request audited financial statements or other documentation for the purposes of a due diligence exercise;
- not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provides for it;
- to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods/Services at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were notified of their bid being unsuccessful. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods/Services at their quoted price.
- Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.
- A bidder may be requested to furnish further information relating to its Environmental, Social and Governance (ESG) standing at any stage of the procurement or contracting process. This

information may not be used for purposes of evaluation and/or disqualify bidder, but may be use for purpose of record and analysis of ESG compliance.

- Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
- Unduly high or unduly low tendered rates or amounts in the tender offer;
- Contract data/master agreement/special conditions of contract provided by the tenderer; or
- The contents of the tender returnables which are to be included in the contract.

9 Specification/Scope of Work

Refer to **Annexure B1** – Scope of Work

10 Legal review

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business.

11 Security clearance

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of CONFIDENTIAL/ SECRET/TOP SECRET. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

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



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

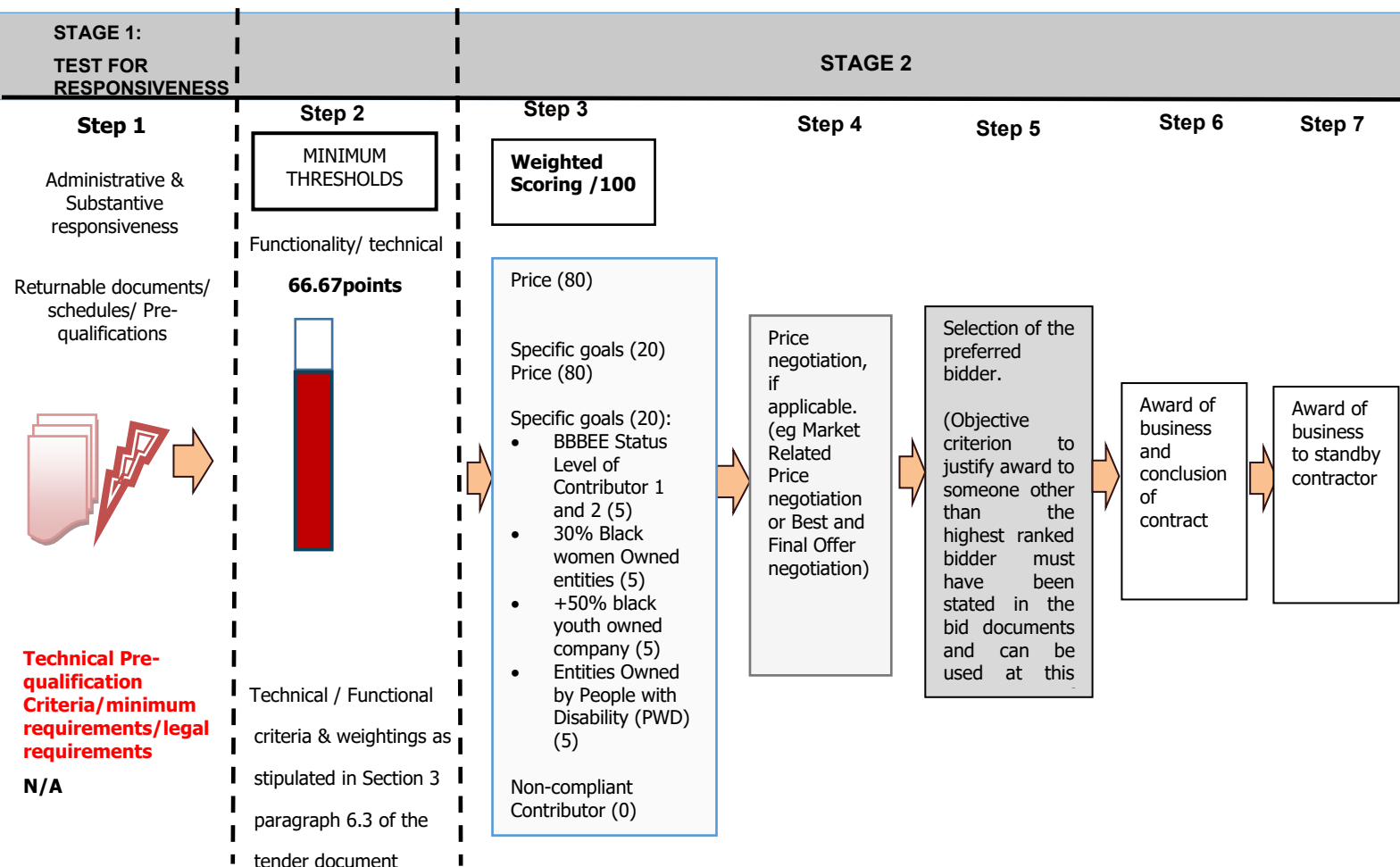
Website: <https://whistleblowersoftware.com/secure/Transnet>

SECTION 3

EVALUATION METHODOLOGY, CRITERIA AND RETURNABLE DOCUMENTS

1 Evaluation Criteria

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier/Service provider:



1.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative and Substantive responsiveness will include the following:

Administrative & Substantive responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	Section 3
• Verify the validity of all returnable documents	Section 3
• Verify if the Bid document has been duly signed by the authorised respondent	All sections
• Whether any general and legislation qualification criteria set by Transnet, have been met	All sections
• Whether the Bid contains a priced offer	Annexure B2 - BOQ
• Whether the Bid materially complies with the scope and/or specification given	All Sections

The test for responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further evaluation

1.2 STEP TWO: Functionality with Minimum Threshold of 66.67 % for Technical Criteria

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<p>Bidder's Organogram</p> <p>The Bidder must provide an organogram on company letterhead indicating the minimum six (6) key personnel identified for the project.</p> <p>(Project Manager; Coded Welder; Spray painter; Millwright; Electrician; SHE Representative).</p>	10	<p>0 = No response, not submitted / organogram not on company letterhead</p> <p>1= Organogram submitted on company letterhead with less than six (6) of the key personnel identified for the project.</p> <p>2 = Organogram submitted on company letterhead with the minimum six (6) key personnel identified for the project.</p> <p>3 = Organogram submitted on company letterhead with more than the six (6) key personnel identified for the project.</p>
<p>Key Personnel Experience</p> <p>A minimum of two (2) years marine specific experience of drydocking outlined in a Curriculum Vitae (CV's) for each of the minimum six (6) key personnel.</p> <ol style="list-style-type: none"> 1. Project Manager 2. Coded Welder 3. Spray painter 4. Millwright 5. Electrician 6. SHE Representative 	20	<p>0 = No submission / Failed to provide relevant experience</p> <p>1 = less than six (6) key personnel with a minimum of two (2) years marine specific experience for each key personnel in drydocking services</p> <p>2 = all six (6) key personnel with the minimum of two (2) years marine specific experience for each key personnel in drydocking services</p> <p>3 = all six (6) key personnel with more than two (2) years of marine specific experience for each key personnel in drydocking services</p>
<p>Key Personnel Qualifications</p> <p>The required minimum qualification for the six (6) personnel identified for this project:</p> <ol style="list-style-type: none"> 1. Project Manager - Minimum bachelor's degree in project management 2. Coded Welder - IACSA Class approved welder (Lloyd's or Bureau Veritas) 3. Spray painter - Trade Test or recommendation letter (from company work was done for, signed on company letterhead) 4. Millwright - Millwright Trade Test Certification 	20	<p>0 = No submission / Functionality not met</p> <p>1 = less than six (6) key personnel with the minimum qualifications identified for this project.</p> <p>2 = all six (6) key personnel with the minimum qualifications identified for this project</p> <p>3 = all six (6) key personnel with the minimum qualifications identified for this project including additional relevant qualifications for any of the six (6) key personnel.</p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<p>5. Electrician - Electrician Trade Test Certification with High Voltage Certificate</p> <p>6. SHE Representative - Hazard identification and Risk Assessment (HIRA) Certification</p> <p>Other relevant qualifications: (1) Certificate of Competency in Marine Engineering, (2) Certified rigging, (3) IRCON training, (4) Certificate of Professional Competence in Marine Electrical Engineering, (5) Diploma in Marine Engineering."</p>		
<p>Proposed Work Plan & Schedule or Programme</p> <p>Bidder is required to provide a work plan & schedule or programme indicating the duration of the drydock services to be executed. The Bidder must demonstrate ability to complete the scope of services within the maximum stipulated period of 6 weeks.</p> <p>Bidder to demonstrate the ability to complete the scope of services within the maximum required timelines by submitting:</p> <p>One Gantt's Chart with timelines of 6 weeks maximum</p>	5	<p>0 = No Submission</p> <p>1 = The gantt chart indicates more than 6 weeks duration</p> <p>2 = The gantt chart indicates maximum 6 weeks duration</p> <p>3 = The gantt chart indicates less than 6 weeks duration</p>
<p>Previous Schedules or Programmes</p> <p>Bidder is also required to show ability of completed projects and their timelines by submitting:</p> <p>At least four (4) previous projects:</p> <p>(a) Clearly stipulating original proposed Gantt's chart timelines of project versus actual Gantt's chart timelines on completion of project,</p> <p>(b) It must be co-signed by client and bidder.</p>	15	<p>0 = No Submission / Not co-signed by client</p> <p>1 = Bidder's actual Gantt's Charts timelines exceeded the original Gantt's Chart timelines on completion of projects</p> <p>2 = Bidder's actual Gantt's Charts timelines are the same as the original Gantt's Chart timelines on completion of project.</p> <p>3 = Bidder's actual Gantt's Charts timelines are less than the original Gantt's Charts timelines on completed projects.</p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
Company experience related to Marine Engineering/Ship repair industry proven by completed projects and references from previous clients.	10	<p>0 = No Response / Detailed Marine related Project Letters not detailing all statutory requirements/ not similar or not marine related/ not on company letterhead and /or not within the last 8 years.</p> <p>1= One (1) to Two (2) Detailed Marine related Project Letters detailing all statutory information for similar projects in the last 8 years.</p> <p>2 = Three (3) Detailed Marine related Project Letters detailing all statutory information for similar projects in the last 8 years</p> <p>3 = Four (4) or more Detailed Marine related Project Letters detailing all statutory information for similar projects in the last 8 years.</p>
	10	<p>0 = No Response / Reference letters not on client's company letterhead, not signed by the client, not similar to work performed, not confirming the services performed, with no clear timelines, an indication of client's impression of the services performed unsatisfactory and / or omitting any information stipulated in requirements "a" to "e"</p> <p>1 = One (1) to Two (2) reference letters on client's company letterhead stipulating requirements "a" to "e" and signed by the client.</p> <p>2 = Three (3) reference letters on client's company letterhead stipulating requirements "a" to "e", signed by the client.</p> <p>3 = Four (4) or more reference letters on client's company letterhead stipulating requirements "a" to "e" and signed by the client.</p>
<p>Method Statement</p> <p>The method statement for the required drydock services shall include the following seven (7) critical elements as a minimum:</p> <p>a) Cleaning, Painting and antifouling of hull exterior</p> <p>b) Descaling of Propulsion Blades</p> <p>c) Ships side valves, overboard valves and strainers</p> <p>d) Tanks, Cleaning and Paint touch-up</p> <p>e) Cleaning, Painting mechanically</p> <p>f) Procedure for metal work to be done</p> <p>g) Procedure to be followed when works is stopped due to operations and / or weather</p>	10	<p>0 = No method statement submitted / None of the seven (7) critical elements are addressed in the method statement</p> <p>1 = Method statement addresses less than seven (7) critical elements listed in a to g</p> <p>2 = Method statement addresses all seven (7) critical elements listed in a to g</p> <p>3 = Method statement addresses more than seven (7) critical elements listed in a to g</p>

Technical Evaluation Criteria	Points Weightings	Scoring guideline
Total Weighting:	100	
Minimum qualifying score required:	66.67	

A Respondent's compliance with the minimum functionality/technical threshold will be measured by their responses to **Annexure C**.

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final evaluation.

1.3 STEP THREE: Evaluation and Final Weighted Scoring

a) **Price and TCO Criteria** [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	Annexure B2 - BOQ

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

- Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

b) **Specific Goals** [Weighted score 20 point]

- Specific goals preference points claim form
- Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in **Section 4.1** of the specific goals Claim Form.

1.4 STEP FOUR: Price Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.

- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

1.5 STEP FIVE Objective Criteria

Transnet reserves the right to award the business to the highest scoring bidder/s unless objective criteria justify the award to another bidder. The objective criteria Transnet may apply in this bid process include:

- Skills Transfer and Capacity Building for Transnet;
- Impact on Transnet's Return On Investment;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime, in the same commodity, in order to benefit other suppliers in the market;
- the bidder is undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- the bidder is 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,
- the bidder is unable, as objectively determined by Transnet, to perform the contract free of conflicts of interest.
- all risks identified during a risk assessment exercise/probity check (which may be conducted by an authorised third party) that would be done to assess all risks, including but not limited to:
 - the financial stability of the bidder based on key ratio analysis, which would include, but not be limited to Efficiency, Profitability, Financial Risk, Liquidity, Acid Test, and Solvency;
 - a commercial relationship with a Domestic Prominent Influential Person (DPIP) or Foreign Prominent Public Official (FPPO) or an entity of which such person or official is the beneficial owner; and
 - reputational and brand risks.

1.6 STEP SIX: Award of business and conclusion of contract

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Quotation by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s), where applicable.
- Alternatively, the acceptance of a letter of award by the Successful Respondent will constitute the final contract read together with their RFQ response and the Standard Terms and Conditions. This will be stated in the letter of award.

1.7 STEP SEVEN: STANDBY SUPPLIER - Transnet Port of Port of Ngqura intends to award to a Standby Supplier in addition to the Successful Supplier. The following are terms of reference for the appointment of the standby Supplier:

- 1.6.1. The BACs/CPOs may also make an award to a "standby Supplier(s)" (2nd ranked and 3rd ranked bidders) for circumstances where the 1st ranked bidder (main Supplier) after having accepted the award of business or has signed the contract, indicates that they will not be able to deliver the goods or services or at any time during the execution of the contract, the main supplier is unable to complete the delivery of goods.
- 1.6.2. This RFQ specifically indicates that as a standard disclaimer that Transnet intends to award to a standby Supplier/s under the circumstances stated on 1.6.1.
- 1.6.3. Even though the disclaimer for "standby Supplier" is contained in the RFQ document, it is advised that this process is used in this transaction as it poses high risk of non-delivery to the Port of Port Elizabeth and a back-up plan is warranted.
- 1.6.4. A customised standby Supplier Master Service Agreement (MSA) and/or Service Level Agreements (SLA) will be prepared and entered into between Transnet and the standby Supplier. This agreement will regulate the relationship between Transnet and the standby Supplier in relation to the circumstances where and when each party can exercise its rights and obligations contained in the contract.
- 1.6.5. The award of business to any standby Supplier will be submitted together with the award of the first ranked bidder to the delegated authority for approval. All the information relating to the circumstances of exercising the process of a standby Supplier will be tabled to the adjudicating authority.
- 1.6.6. The award will be made to the "standby Supplier" at the same time that an award is made to the main Supplier.
- 1.6.7. When the standby Supplier is being considered for award of business, the adjudicating authority will check the following:
- a) Whether the price of the bidder (standby Supplier) is market related, If it is not market
 - b) related, negotiations must be conducted in line with the approval delegations for
 - c) negotiations to get the price to be market related. If the price was market related,
 - d) negotiations should still be pursued in an endeavour to get the price of the standby
 - e) bidder to be closer to the price of the first ranked bidder.
 - f) the bidder is tax compliant;
 - g) bidder is not listed in the list of restricted bidders;
 - h) there's no declared conflicts of interest by the bidder;
 - i) any other relevant legislative requirement.
- 1.6.8. There will be communication through a Letter of Award to the standby Supplier that will clearly state that:
- a) The bidder is being awarded on the status of a standby Supplier;

b) There is a main Supplier that has been fully awarded the business;

1.6.9. Business will only be given to the standby Supplier in the event that the main Supplier has either indicated that it will not be able to meet the contractual commitments relating to a particular purchase order (i.e. will not be able to deliver fully or partially) or in the event where Transnet is of the view that the main Supplier will not be able to deliver.

1.6.10. The situation stated in 1.6.9 does not automatically lead to the standby Supplier being called upon to deliver as the main Supplier must be given an opportunity to remedy the situation in terms of the contractual agreement.

1.6.11 Transnet reserves a discretionary right not to call upon the standby Supplier even if the situation stated in 1.6.9 has arisen. Therefore, it may happen that Transnet does not make use of the standby Supplier.

1.6.12 The purchase orders will in the first instance be placed by Transnet with the main supplier.

1.6.13 Therefore, the standby Supplier shall not incur any expenditure towards this contract in preparation for an event where s/he is called in by Transnet.

1.6.14 Transnet will not be liable/accountable for any expenditure incurred by the standby Supplier prior to there being a clear communication from Transnet calling on the standby Supplier to deliver part of or full purchase order.

2 Validity Period

Transnet requires a validity period of **60 [sixty] Business Days** from the closing date of this RFQ, excluding the first day and including the last day.

Bidders are to note that they may be requested to extend the validity period of their bid, on the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.

3 Disclosure of contract information

Johannesburg Stock Exchange Debt Listing Requirements

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

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						

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.

4 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFQ <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents may result in Transnet affording Respondents a further opportunity to submit by a set deadline, where applicable. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by indicating [Yes or No] in the tables below:

Mandatory Returnable Documents	Submitted [Yes or No]
Annexure B2: Bill of Quantities	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by indicating [Yes or No] in the table below:

RETURNABLE DOCUMENTS USED FOR SCORING	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to Specific Goal requirements stipulated in Section 6 of this RFQ	
Bidder's Organogram	
Key Personnel Experience	
Key Personnel Qualifications	
Proposed Work Plan & Schedule or Programme	
Previous Schedules or Programmes	
Company experience related to Marine Engineering/Ship repair industry	
Method statement	
Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	

c) Essential Re Returnable Documents:

Respondents are further required to submit the following **Essential Returnable Documents** with their RFQ and to confirm submission of these documents by indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
SECTION 5: RFQ Declaration, Certification of Acquaintance and Breach of Law Form	
SECTION 7: Protection of Personal Information	
SECTION 1: SBD1 Form	
SECTION 8: Contractor Management SHE documents	
SECTION 9: Section 37(2) of the occupational health and safety act	

5 CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents for the duration of any contract emanating from this RFQ. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate

such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

Respondent's Signature

Date & Company Stamp

SECTION 4

QUOTATION FORM

I/We _____

hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard RFQ Terms and Conditions for the Supply of Goods or Services to Transnet; and
- any other standard or special conditions embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us. I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the goods/services required, on a "delivered nominated destination" basis, including VAT: **Please see Annexure B2 for the detailed BOQ**

Delivery Lead-Time from date of purchase order: _____ **[days/weeks]**

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
 - if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFQ.

- All Prices must be quoted in South African Rand, inclusive of VAT
- Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule will result in a bid being disqualified.

- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Respondent's Signature

Date & Company Stamp

SECTION 5

RFQ DECLARATION, CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFQ. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account in calculating tendered prices or any other purpose:

1. Transnet's General Bid Conditions – Refer to Annexure F
2. Master Agreement–Refer to Annexure D
3. Transnet's Supplier Integrity Pact – Refer to Annexure - E
4. Non-disclosure Agreement – Refer to Annexure G

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFQ unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFQ was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFQ documents included in the RFQ as a returnable document, is found not to be true and/ or complete in every respect.

We hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFQ Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Quotation [**RFQ**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFQ from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFQ documents;

5. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity Pact which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
6. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFQ and the requirements requested from Bidders in responding to this RFQ have been conducted in a fair and transparent manner;
7. we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFQ; and
8. If such a relationship as indicated in paragraph 7 exists, the Respondent is to complete the following section:

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declaration may be used by Transnet and/or its affiliates to verify the correctness of the information provided.

9. 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 entity in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

12.1 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.

12.2 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.

13 Bidder's declaration

13.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

13.1.1. 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

13.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

YES/NO

13.2.1. If so, furnish particulars:

.....
.....

13.3 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

13.3.1. If so, furnish particulars:

.....
.....

14 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:

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

¹ 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.

- 14.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 14.3 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 consortium² will not be construed as collusive bidding.
- 14.4 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.
- 14.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 14.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 12, 13 and 14 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.

15 BREACH OF LAW

We further hereby certify that *I/we **have/have not been*** [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

² 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.

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this ____ day of _____ 20__

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC _____
Place:	Registration Name of Company/CC _____

SECTION 6: SPECIFIC GOALS 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 of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

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
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The 80/20 preference point system will be applicable to this tender.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
 - (b) B-BBEE Status Level of Contribution.
 - (c) Any other specific goal determined in Transnet preferential procurement policy.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE Status Level of Contributor Level 1 or 2 (5) <ul style="list-style-type: none"> • 30% Black women Owned entities (5) • +50% black youth owned company (5) • Entities Owned by People with Disability (PWD) (5) Non-compliant Contributor (0)	20
Total points for Price and Specific Goals must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of specific goals together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time

subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

Pmin = Comparative price of lowest acceptable bid

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 Level of contributor (1 or 2)	5
+50% Black Youth Owned Entities	5
Entities Owned by People with Disability (PWD)	5
30% Black women Owned entities	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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	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 / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

- v) Specify, by ticking the appropriate box, if subcontracting with any of the enterprises below:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium

- ☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBEE status level of contribution 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 4.1 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 the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have-
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SECTION 7

PROTECTION OF PERSONAL INFORMATION

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

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
2. Transnet will process all information by the Respondent in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFQ, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFQ and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFQ, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to this RFQ (physically, through a computer or any other form of electronic communication).

9. Transnet shall notify the Respondent in writing of any unauthorised access to information, cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.
10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFQ, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFQ and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFQ is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

SECTION 8
CONTRACTOR MANAGEMENT SHE DOCUMENTATION
(TO BE SUBMITTED ON AWARD)

Date of inspection/ Evaluation:

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

CONTRACTOR	Complying	Not Complying (i.e. Comments)	Not Applicable
1. Site Specific Organogram of reporting structure. This document must provide all persons appointed in terms of			

Respondent's Signature

Date & Company Stamp

OHS Act No. 85 of 1993 including contact details. (rev, date, approval)			
2. Contractor scope of work information (Company Profile)			
3. Notification of Construction Work to the Department of Labour: Document to display required information as per OHS Act No.85 of 1993 – Construction Regulations Annexure A, Must carry the stamp of acceptance from the Department of Labour <i>(if applicable)</i>			
4. Application for a permit to do construction work <i>(if applicable)</i>			
5. Valid Letter of Good Standing with FEM/WCA: And proof of relevant insurances to carry out work.			
MANAGEMENT PLANS			
6. Copy of reference documents: Health & Safety, Security, Quality, Environmental, and other applicable Specifications Including a signed register of communication to Managers, Supervisors & Safety Officers			
7. Approved Contractor Execution Plan correlating with Specification provided by Transnet (i.e. Approved health and safety plan, environmental plan, security plan etc.)			
8. Contractors Health and Safety Policy			
9. Site Specific Emergency Plan			
10. Contractors Traffic Management Plan (if applicable)			
11. Procedure for handling Hazardous Chemical Substance's and Applicable Safety Data Sheet <i>(if applicable)</i> .			
APPOINTMENTS			
12. Fully completed appointments of the following (depends on the scope of work) but not limited to:			
<ul style="list-style-type: none"> 16. Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract 			
<ul style="list-style-type: none"> CR 8(1) – Construction Manager 			
<ul style="list-style-type: none"> CR 8(7) – Construction Supervisor 			
<ul style="list-style-type: none"> CR 8(8) – Assistant Construction Supervisor 			
<ul style="list-style-type: none"> CR 8(5) – Construction Safety Officer 			
<ul style="list-style-type: none"> CR 9(1) – Risk assessment 			
<ul style="list-style-type: none"> CR 10. (1)(a) – Fall Prevention Planner <i>(if applicable)</i> CR 10.(2)(b) (fall risk) Physical & Psychological fitness 			
<ul style="list-style-type: none"> CR 23.(d)(k) – Vehicle operator and Inspector 			
<ul style="list-style-type: none"> GSR 3.4 – First aider 			
<ul style="list-style-type: none"> CR 29 (h) – Fire Fighter 			
<ul style="list-style-type: none"> Sec 24, GAR 9(2) – Incident 			

Investigator			
• CR 13(1)(a) – Excavation Supervisor			
• CR 28(a) – Stacking and Storage Supervisor			
• CR 12(1) – Temporary works designer			
• CR 14(1) – Demolition work supervisor			
• CR 16(1) – Scaffolding work supervisor			
• CR 17 (1) – Suspended platform work supervisor			
• CR 18(1)(a) – Rope access supervisor			
• CR 19(8)(a) – Material host Inspector			
• CR 20(1) – Bulk mixing plant supervisor			
• CR 21(2) – Explosive actuated fastening devices inspector			
• Sec 17(1) – SHE Rep (more than 20 employees)			
• GSR 13(a) – Ladder Inspector An abbreviated CV of the above appointed persons shall be attached to the appointment. Competency certificates will also be attached as required in specifications			
13. Elevated work training (Rescue/ Safety harnesses) – accredited Training (<i>If applicable</i>)			
14. Fall Protection Plan by competent person / Rescue Plan (<i>If applicable</i>)			
15. Contract/Project Specific Risk Assessment indicating the full scope of work and risk profile – High risk task inventory registers to be attached.			
16. Risk Assessment (HIRA), Method Statement, Safe Work Procedure to be generated for each specific task to be performed on the contract/project i.e. Site establishment, confined spaces, working at heights, working near water, excavations etc. Note: before establishment they can supply what they will start with – site establishment, fencing, clear & grub...so only request what is relevant at the time.			
17. PPE Policy and most recent issue register.			
INDUCTION			
18. Induction application forms completed for every employee of the contractor performing work on site; The following shall be attached:			
• Employee Dossier with applicable documentation;			
• Proof of site specific induction;			
• Copy of ID Document;			
• Legal Letter of Appointment;			
• Proof of competence i.e.: Artisans, drivers, operators etc.;			

<ul style="list-style-type: none"> Valid medical certificate of fitness done by an Occupational Health Practitioner (i.e. Annexure 3 for construction work) 			
REGISTERS			
19. Copy of equipment registers to be used with copy of each item's inspection checklist. The registers are not limited to the following, depends on the scope of work:			
<ul style="list-style-type: none"> Site visitors register 			
<ul style="list-style-type: none"> Excavation Inspection Register 			
<ul style="list-style-type: none"> Hand tools Inspection register 			
<ul style="list-style-type: none"> Barricading Inspection Register 			
<ul style="list-style-type: none"> Traffic Inspection Register 			
<ul style="list-style-type: none"> Mobile Toilet Inspection Register 			
<ul style="list-style-type: none"> Daily Risk Assessment and Toolbox Talk 			
<ul style="list-style-type: none"> PPE Inspection Register 			
<ul style="list-style-type: none"> First Aid kit Inspection Register 			
<ul style="list-style-type: none"> Fire Fighting Equipment Register 			
<ul style="list-style-type: none"> Portable electrical Equipment Register 			
<ul style="list-style-type: none"> Pneumatic Tool Register 			
<ul style="list-style-type: none"> Compressor Checklist 			
<ul style="list-style-type: none"> Ladder Inspection Register 			
<ul style="list-style-type: none"> Vehicle Inspection Register 			
<ul style="list-style-type: none"> Working at Height Equipment Register 			
INCIDENT/ACCIDENT MANAGEMENT			
20. Incident /Accident Management Procedure including reporting, recording and investigation of incidents and accidents			
21. Register of first aid injuries			
22. Register of reportable injuries to the Provincial Director			
OTHERS			
23. Section 37(2) mandatory agreement between client - contractor and contractor - sub contractor. As well as:			
<ul style="list-style-type: none"> CR 5.1(k) Principal Contractor appointment 			
<ul style="list-style-type: none"> CR 7(1)©(v) Sub Contractor appointment 			
24. Training Matrix (Management, Supervisors and Employees)			
25. Copy of the OHS act and its Regulations , COID Act Regulations			

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

Respondent's Signature

Date & Company Stamp

SECTION 9

SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT

**WRITTEN AGREEMENT ON
OCCUPATIONAL HEALTH AND SAFETY**

**In accordance with the provision of Section 37(2)
of the Occupational Health and Safety Act 85 of 1993**

AS ENTERED INTO BY AND BETWEEN

**TRANSNET NATIONAL PORTS AUTHORITY
A DIVISION OF
TRANSNET SOC LIMITED
REGISTRATION NUMBER 1990/000900/30**

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

AND

**_____
(hereinafter referred to as "the Mandatory")**

Compensation Fund Number: _____

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Respondent's Signature

Date & Company Stamp

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1. REPORTING

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

2. WARRANTY OF COMPLIANCE

- 2.1 In terms of this agreement the Mandatory warrants that he agrees to the arrangements and procedures as prescribed by the Employer and as provided for in terms of Section 37(2) of the OHS Act for the purposes of compliance with the Act.

- 2.2 The Mandatory further warrants that he and/or his employees undertake to maintain such compliance with the OHS Act. Without derogating from the generality of the above, or from the provisions of the said agreement, the Mandatory shall ensure that the clauses as hereunder described are at all times adhered to by himself and his employees.
- 2.3 The Mandatory hereby undertakes to ensure that the health and safety of any other person on the premises is not endangered by the conduct and/or his nominated Chief Executive Officer.

3. APPOINTMENTS AND TRAINING

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

4. SUPERVISION, DISCIPLINE AND REPORTING

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

5. ACCESS TO THE OHS ACT

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

6. COOPERATION

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

7. WORK PROCEDURES

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

- 7.2 The Mandatory shall implement any other safe work practices as prescribed by the Employer and shall ensure that his responsible persons and employees are made conversant with and adhere to such safe work practices.
- 7.3 The Mandatory shall ensure that work for which a permit is required by the Employer is not performed by his employees prior to the obtaining of such a permit.

8. HEALTH AND SAFETY MEETINGS

- 8.1 If required in terms of the OHS Act, the Mandatory shall establish his own health and safety committee(s) and ensure that his employees, being the committee members, hold health and safety representatives to attend the Employer's health and safety committee meetings.

9. COMPENSATION REGISTRATION

- 9.1 The Mandatory shall ensure that he has a valid proof of registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatory shall further ensure that the cover remain in force while any such employee is present on the premises.

10. MEDICAL EXAMINATIONS

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

11. INCIDENT REPORTING AND INVESTIGATION

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

12. SUBCONTRACTORS

- 12.1 The Mandatory shall notify the Employer of any subcontractor he may wish to perform work on his behalf on the Employer's premises. It is hereby recorded that all the terms and provisions contained in this clause shall be equally binding upon the subcontractor prior to the subcontractor commencing with the work. Without derogating from the generality of this paragraph:
- 12.1.1 The Mandatory shall ensure that training as discussed under appointments and training, is provided prior to the subcontractor commencing work on the Employer's premises.
- 12.1.2 The Mandatory shall ensure that work performed by the subcontractor is done under his strict supervision, discipline, and reporting.
- 12.1.3 The Mandatory shall inform the Employer of any health and safety hazards and/or issue that the subcontractor may have brought to this attention.
- 12.1.4 The Mandatory shall inform the Employer of any difficulty encountered regarding compliance by the subcontractor with any health and safety instruction, procedure and/or legal provision applicable to the work the subcontractor performs on the Employer's premises.

13. SECURITY AND ACCESS

- 13.1 The Mandatory and his employees shall enter and leave the premises only through the main gate(s) and/or checkpoint(s) designated by the Employer. The Mandatory shall ensure that employees observe the security rules of the Employer at all times and shall not permit any person who is not directly associated with the work from entering the premises.
- 13.2 The Mandatory and his employees shall not enter any area of the premises that is not directly associated with their work.
- 13.3 The Mandatory shall ensure that all materials, machinery, or equipment brought by him onto the premises are recorded at the main gate(s) and/or checkpoint(s). Failure to do this may result in a refusal by the Employer to allow the materials, machinery, or equipment to be removed from the premises.

14. FIRE PRECAUTIONS AND FACILITIES

- 14.1 The Mandatory shall ensure that an adequate supply of fire-protection and first-aid facilities are provided for the work to be performed on the Employer's premises, save that the parties may mutually make arrangements for the provision of such facilities.
- 14.2 The Mandatory shall further ensure that all his employees are familiar with fire precautions at the premises, which included fire-alarm signals and emergency exits, and that such precautions are adhered to.

15. ABLUTION FACILITIES

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

16. HYGIENE AND CLEANLINESS

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

17. NO NUISANCE

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

18. INTOXICATION NOT ALLOWED

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

19. PERSONAL PROTECTIVE EQUIPMENT

- 19.1 The Mandatory shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for the work they may perform and in accordance with the requirements of General Safety Regulation 2 (1) of the OHS Act. The Mandatory shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

20. PLANT, MACHINERY AND EQUIPMENT

- 20.1 The Mandatory shall ensure that all the plant, machinery, equipment and/or vehicles he may wish to utilize on the Employer's premises is/are at all times of sound order and fit for the purpose for which it/they is/are attended to, and that it/they complies/comply with the requirements of Section 10 of the OHS Act.
- 20.2 In accordance with the provisions of Section 10(4) of the OHS Act, the Mandatory hereby assumes the liability for taking the necessary steps to ensure that any article or substance that it erects or installs at the premises, or manufactures, sells or supplies to or for the Employer, complies with all the prescribed requirements and will be safe and without risks to health and safety when properly used.

21. NO USAGE OF THE EMPLOYER'S EQUIPMENT

- 21.1 The Mandatory hereby acknowledge that his employees are not permitted to use any materials, machinery or equipment of the Employer unless the prior written consent of the Employer has been obtained, in which case the Mandatory shall ensure that only those persons authorized to make use of same, have access thereto.

22. TRANSPORT

- 22.1 The Mandatory shall ensure that all road vehicles used on the premises are in a roadworthy condition and are licensed and insured. All drivers shall have relevant and valid driving licenses and vehicle shall carry passengers unless it is specifically designed to do so. All drivers shall adhere to the speed limits and road signs on the premises at all times.
- 22.2 In the event that any hazardous substances are to be transported on the premises, the Mandatory shall ensure that the requirements of the Hazardous Substances Act 15 of 1973 are complied with fully all times.

23. CLARIFICATION

- 23.1 In the event that the Mandatory requires clarification of any of the terms or provisions of this agreement, he should contact the Risk Manager of the Employer.

24. DURATION OF AGREEMENT

- 24.1 This agreement shall remain in force for the duration of the work to be performed by the Mandatory and/or while any of the Mandatory's employees are present on the Employer's premises.

25. HEADINGS

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

Thus done and signed at _____ on the _____ day of _____ 20_____

For and on behalf of the Employer (TNPA)

For and on behalf of the Mandatory (Supplier/Service Provider)

Witnesses:

1. _____

2. _____