

**Transnet National Ports Authority**  
an Operating Division **TRANSNET SOC LTD**  
[Registration Number 1990/000900/30]

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

### **REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS**

<b>RFQ NUMBER</b>	<b>: TNPA/2024/02/0023/57824/RFQ</b>
<b>ISSUE DATE</b>	<b>: 12 June 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 20 June 2024</b>
<b>CLOSING DATE</b>	<b>: 05 July 2024</b>
<b>CLOSING TIME</b>	<b>: 12h00pm</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

**\*Please ensure that you arrive early for the site meeting.**

**\*Ensure that you get a permit from the permit office before entering the Port.**

**\*On the Morning of the Site Meeting send in an email stating that you are attending. The email should include the Names, ID Numbers and Vehicle Registration of those individuals attending the site meeting.**

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS</b>
<b>TENDER DOWNLOADING</b>	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at the <b>Elwazini Boardroom, Bayvue Building, Venture Road, Port of Richards Bay on the 20<sup>th</sup> of June 2024, at 10:00am [10 O'clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or driver’s licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your</p>
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	<p>Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<p><b>CLOSING DATE</b></p>	<p><b>12:00pm on (05/07/2024)</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

**2. TENDER SUBMISSION**

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

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

Log on to the Transnet eTenders management platform website

(<https://transnetetenders.azurewebsites.net>);

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

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

### **3. CONFIDENTIALITY**

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

### **4. DISCLAIMERS**

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;

- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFQ with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-14], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
- 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
  - *unduly high or unduly low tendered rates or amounts in the tender offer;*
  - *contract data of contract provided by the tenderer; or*
  - *the contents of the tender returnables which are to be included in the contract.*

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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



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

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



	Part C3: Scope of work	C3.1 Service Information
	Part C4: Affected Property	C4.1 Affected Property
C.1.4	The Employer's agent is:	Procurement Intern
	Name:	Kylie Aidan Naidoo
	Address:	Transnet National Ports Authority Bayvue Building, 1 <sup>st</sup> Floor Vetura Road Port of Richards Bay 3900
	E – mail	<a href="mailto:TNPATENDERENQUIRIESRB@transnet.net">TNPATENDERENQUIRIESRB@transnet.net</a>
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p><b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b></p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p>The attendance register will also be used to confirm the tenderers attendance of the clarification meeting should the certificate of attendance for the relevant tender clarification meeting not be attached on the tender document submitted to Transnet.</p> <p><b><i>Any tenderer that fails to meet the stipulated eligibility criteria will be regarded as an unacceptable tender.</i></b></p>	
	<p><b>2. Stage Two - Eligibility in terms of the Construction Industry Development Board:</b></p> <p>a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of <b>3ME or higher</b> class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following:</p>	

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1. every member of the joint venture is registered with the CIDB;
  2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
  3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3ME or higher class** of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
  4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

**3. Stage Three- Eligibility in terms of Technical Evaluation Pre-Qualification Criteria:**

- a. Contractors shall be registered with professional body/bodies of the South African Institute of Refrigeration and Air Conditioning (**SAIRAC**) or the South African Refrigeration & Air Conditioning Contractors' Association (**SARACCA**) and **provide certification.**
- b. The aircon technician must have a Gas Certificate Category B and a Trade Test in electrical or mechanical engineering.
- c. The technician assistant must have a Gas Certificate Category A.

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

**4. Stage Four - Functionality: (if applicable)**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60** points.

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

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

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C.2.7 The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. **Tenderers must complete and sign the attendance register.** Addenda will be issued to and tenders will only be received from those tendering entities including those entities that intends forming a joint venture appearing on the attendance register.

Tenderers are also **required to bring their RFQ document to the briefing session and have their returnable document T2.2-01 certificate of attendance** signed off by the Employer's authorised representative.

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C.2.12 No alternative tender offers will be considered.

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C.2.13.3 Each tender offer shall be in the **English Language.**

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C.2.13.5 The *Employer's* details and identification details that are to be shown on each

C2.15.1 tender offer package are as follows:

Identification details: The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number:
- The Tender Description

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

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

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

Time: **12:00pm** on the **05<sup>th</sup> of July 2024**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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

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

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

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

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#### **Functionality Criteria**

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

Functionality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points	
<b>Evaluation Schedule: T2.2-04 Project Organogram, Management &amp; CV's</b>	<b>The <i>Contractor</i> must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service:</b>			
	Organizational structure is to be site specific and include a clear indication of roles and responsibilities and specific function of each team member.	<b>2</b>	<b>30</b>	
	Proof of education and training must be attached, experience will only be evaluated considering the required qualification is attached. Qualification and experience of key staff required but not limited to:			
	Project Manager/ Site Supervisor	<b>8</b>		
	Aircon Technician	<b>15</b>		
	Technician Assistant	<b>5</b>		
<b>Evaluation Schedule: T2.2-05 Method Statement</b>	<b>The <i>Contractor</i> must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project:</b>			
	A detailed technical method statement is required covering the delivery method and sequence of all aspects of the works to enable the Employer to assess the impact of the <i>Contractor's</i> methods regarding deliverability, practicality, quality, health, safety, risk, and environment.  A detailed technical method statement should include: <ul style="list-style-type: none"> <li>• Outline of the proposed approach.</li> <li>• Project schedule that defines key milestones and indicates activity durations for repairs and maintenance of the centralized air conditioning unit.</li> </ul>		<b>30</b>	

	<ul style="list-style-type: none"> <li>• Detailed method statement, technical approach, and execution sequencing in terms of the Service Information.</li> <li>• Safety plan in line with SANS, IEC, and OHS Act showing comprehensive Risk assessment.</li> <li>• A detailed list of equipment and the number thereof to execute the service, and the area it will be utilized.</li> <li>• A site waste management plan that describes in detail the amount and type of waste from the carried out service and repairs and how it will be reused, recycled, or disposed of.</li> </ul>	
<p><b>Evaluation Schedule:</b> <b>T2.2-06</b></p> <p><b>Previous Experience</b></p>	<p><b>The Contractor must demonstrate their relevant experience regarding the repairs and maintenance of the centralized air-conditioning units as detailed in the Service Information with references to substantiate experience indicated showing:</b></p> <hr/> <p><b>Signed reference letters/completion certificates</b> are to be provided as proof of previous experience, the following information should be present:</p> <ul style="list-style-type: none"> <li>• Project description- Relating to the Organization’s overall experience in the maintenance and repairs of the centralized air-conditioning units (in general).</li> <li>• Customer name and contact details.</li> <li>• Contract value and duration.</li> <li>• Project start and end dates.</li> </ul> <p><b>PURCHASE ORDERS WILL NOT BE ACCEPTED</b></p>	<p><b>40</b></p>
<p><b>Total Weighting:</b></p>		<p><b>100</b></p>
<p><b>The minimum qualifying score required:</b></p>		<p><b>60</b></p>

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

- T2.2-04 Project Organogram, Management & CVs of Key Persons
- T2.2-05 Method Statement
- T2.2-06 Previous Experience

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100.

The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for functionality, unless scored collectively. (See CIDB Inform Practice Note #9).

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

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

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	10
+50% Black Youth Owned Entities	10
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE Level of Contribution	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
PRICE	80
B-BBEE LEVEL OF CONTRIBUTOR (1 OR 2)	10
+50% BLACK YOUTH OWNED ENTITIES	10
Total points for Price and Specific Goals must not exceed	100

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

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. The tenderer does not appear on Transnet’s list for restricted tenderers and National Treasury’s list of Tender Defaulters;
3. The tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer’s ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. The objective criteria Transnet may apply in this bid process include:
  - a) Bidder is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
  - b) There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact;

- c) The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- d) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- e) It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- f) The tenderer or its members, directors, partners:
  - Is under restrictions as contemplated in the Integrity Pact,
  - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- g) cannot, as necessary and in relation to the proposed contract, demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- h) has no legal capacity to enter into the contract;
- i) is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- j) does not comply with the legal requirements, if any, stated in the tender data; and
- k) is not able to perform the contract free of conflicts of interest.
- l) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

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

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

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

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

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

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

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

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

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

#### **C.1.4 Communication and employer's agent**

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

#### **C.1.5 Cancellation and Re-Invitation of Tenders**

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

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

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

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

#### **C.1.6 Procurement procedures**

##### **C.1.6.1 General**

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

##### **C.1.6.2 Competitive negotiation procedure**

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

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

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

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

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

### **C.1.6.3 Proposal procedure using the two stage-system**

#### **C.1.6.3.1 Option 1**

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

#### **C.1.6.3.2 Option 2**

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

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

## **C.2 Tenderer's obligations**

### **C.2.1 Eligibility**

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

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

### **C.2.2 Cost of tendering**

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

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

### **C.2.3 Check documents**

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

**C.2.4 Confidentiality and copyright of documents**

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

**C.2.5 Reference documents**

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

**C.2.6 Acknowledge addenda**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

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

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

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

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

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

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

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

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

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

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

**C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**C.2.15 Closing time**

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

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

**C.2.16 Tender offer validity**

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

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

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

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

**C.2.17 Clarification of tender offer after submission**

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

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

**C.2.18 Provide other material**

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

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

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

**C.2.19 Inspections, tests and analysis**

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

**C.2.20 Submit securities, bonds and policies**

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

**C.2.21 Check final draft**

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

**C.2.22 Return of other tender documents**

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

**C.2.23 Certificates**

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

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

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

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

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

**C.3.2 Issue Addenda**

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

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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

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

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

### **C.3.5 Two-envelope system**

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

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

### **C.3.6 Non-disclosure**

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

### **C.3.7 Grounds for rejection and disqualification**

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

### **C.3.8 Test for responsiveness**

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

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

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

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

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

### C.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

### C.3.10 Clarification of a tender offer

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

### C.3.11 Evaluation of tender offers

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

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

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

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

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

**C.3.11.1 General**

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

**C.3.12 Insurance provided by the employer**

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

**C.3.13 Acceptance of tender offer**

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

**C.3.14 Prepare contract documents**

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

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

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

**C.3.15 Complete adjudicator's contract**

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

**C.3.16 Registration of the award**

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

**C.3.17 Provide copies of the contracts**

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

**C.3.18 Provide written reasons for actions taken**

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

## T2.1 List of Returnable Documents

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

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

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration of **3ME or higher**

T2.2-03 **Stage Three: Technical Evaluation Pre-qualification Eligibility Criteria Schedule**

- a. Contractors shall be registered with professional body/bodies of the South African Institute of Refrigeration and Air Conditioning (**SAIRAC**) or the South African Refrigeration & Air Conditioning Contractors' Association (**SARACCA**) and **provide certification**.
- b. The aircon technician must have a Gas Certificate Category B and a Trade Test in electrical or mechanical engineering.
- c. The technician assistant must have a Gas Certificate Category A.

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

T2.2-04 **Evaluation Schedule:** Project Organogram, Management & CV's

T2.2-05 **Evaluation Schedule:** Method Statement

T2.2-06 **Evaluation Schedule:** Previous experience

### 2.1.3 Returnable Schedules:

#### **General:**

T2.2-07 Authority to submit tender

T2.2-08 Record of addenda to tender documents

T2.2-09 Letter of Good Standing

T2.2-10 Schedule of proposed Subcontractors

T2.2-11 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

**Agreement and Commitment by Tenderer:**

- T2.2-12 Non-Disclosure Agreement
- T2.2-13 RFQ Declaration Form
- T2.2-14 RFQ – Breach of Law
- T2.2-15 Certificate of Acquaintance with Tender Document
- T2.2-16 Service Provider Integrity Pact
- T2.2-17 Supplier Code of Conduct
- T2.2-18 Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)

**1.3.2 Bonds/Guarantees/Financial/Insurance:**

- T2.2-19 Insurance provided by the Contractor
- T2.2-20 Principal Controlled Insurance (PCI)

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

**2.3 C1.2 Contract Data**

**2.4 C2.1 Pricing Instructions (Bill of Quantities)**

**2.5 C2.2 Bill of Quantities**



TRANSNET NATIONAL PORTS AUTHORITY  
 TENDER NUMBER: TNPA/2024/02/0023/57824/RFQ  
 DESCRIPTION OF THE SERVICE: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

## T2.2-01: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

..... (Company Name)

Represented by: ..... (Name and Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Elwazini Boardroom, Bayvue Building, Venture Road, Port of Richards Bay	
On (date)	20 <sup>th</sup> June 2024	Starting time: 10:00am

#### Particulars of person(s) attending the meeting:

Name ..... Signature .....

Capacity .....

#### Attendance of the above company at the meeting was confirmed:

Name Kylie Aidan Naidoo Signature .....

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

Transnet National Ports Authority Date 20<sup>th</sup> June 2024

## T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **3ME or higher** class of construction works, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **3ME or higher** class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

## T2.2-03: Eligibility Criteria Schedule – Technical Pre- Qualification

### A) Professional Body Registration:

Tenderers shall be registered with professional body/bodies of the South African Institute of Refrigeration and Air Conditioning (**SAIRAC**) or the South African Refrigeration & Air Conditioning Contractors’ Association (**SARACCA**) and **provide certification.**

<b>Professional Body Registration</b>	<b>Submitted proof attached to T2.2-03 [Yes / No]</b>
South African Institute of Refrigeration and Air Conditioning ( <b>SAIRAC</b> )	
South African Refrigeration & Air Conditioning Contractors’ Association ( <b>SARACCA</b> )	

### B) The aircon technician must have a Gas Certificate Category B and a Trade Test in electrical or mechanical engineering.

- **Gas Certificate Category B of the Aircon Technician**

Tenderers are to indicate their **Aircon Technician** by filling in the table below.

#### Attach a copy of the Gas Certificate Category B of the Aircon Technician

<b>Name</b>	<b>ID Number</b>	<b>Submitted proof attached to T2.2-03 [Yes / No]</b>

TRANSNET NATIONAL PORTS AUTHORITY  
 TENDER NUMBER: TNPA/2024/02/0023/57824/RFQ  
 DESCRIPTION OF THE SERVICE: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

- **Trade Test Certificate of the Aircon Technician in Electrical or Mechanical Engineering –**

Tenderers are to indicate their **Trade Tested Aircon Technician** by filling in the table below.

**Attach a copy of the Certified Trade Test in Electrical or Mechanical Engineering Certification of the Aircon Technician**

Name	ID Number	Certificate Number	Trade	Date Issued

**C) The technician assistant must have a Gas Certificate Category A.**

**Attach a copy of the Gas Certificate Category A of the technician assistant**

Name	ID Number	Submitted proof attached to T2.2-03 [Yes / No]



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## **T2.2-04: Evaluation Schedule: Project Organogram, Management & CV's**

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service.

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

1. Organizational structure:
  - The organizational chart/list is complete showing **site specific personnel, including their roles and responsibilities.**
  
2. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
  - The education, training, and skills of the assigned staff in the specific sector, field, subject, etc.- which is directly linked to the scope of work (**Proof of education and training must be attached**).
  - Relevant experience (**Experience will only be evaluated considering the required qualification is attached**).
  
- 2.1. Key personnel should include at least, amongst others but not limited to:
  - Project Manager/Site Supervisor
  - Aircon Technician
  - Technician Assistant
  
- 2.2. Comprehensive CVs should be attached to this schedule, as a minimum each CV should address the following, but not limited to:
  - Personal particulars
  - Place(s) of tertiary education and dates associated therewith
  - Qualifications (degrees, diplomas, grades of membership of professional societies, and professional registrations)



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- 
- Name of current *Employer* and position in the enterprise
  - Outline of recent assignments/experience that has a bearing on the scope of work.

2.3. CVs for personnel for all identified posts should include as a minimum but not limited to:

- **Project Manager (site supervisor)**

The project Manager should at least have an N4 in Electrical or Mechanical engineering and a Trade Test in Electrical or Mechanical engineering. The project Manager must have a minimum of 3 years of experience in managing the installation and commissioning of engineering projects.

- **Aircon Technician**

The aircon technician must have a Gas Certificate Category B, N2 in Electrical or Mechanical engineering and a Trade Test in Electrical or Mechanical engineering. The aircon technician must be fully trained and have a comprehensive understanding of specialized centralized air conditioning units. The aircon technician must have at least 3 years of experience in the maintenance and repairs of centralized air conditioning units.

- **Technician Assistant**

The technician assistant must be fully trained and have a basic understanding of air-conditioning systems, safety, and code requirements- Provide qualification, and a Gas Certificate Category A. The technician assistant must be fully trained and have a basic understanding of specialized centralized air conditioning units. The technician assistant must have at least 3 years of experience in the maintenance and repairs of centralized air conditioning units.



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The following table is to be populated by the tenderer identifying the resources for the key roles for the works:

<b>Key Person Role</b>	<b>Name of Resource</b>
Project Manager/ Site Supervisor	
Aircon Technician	
Technician Assistant	

The scoring of the Management and CVs of Key Persons will be as follows:

<b>Project Organogram, Management &amp; CV's (30)</b>			
	<p><b>Qualifications:</b></p> <p>Project Manager/ Site Supervisor  Aircon Technician  Technician Assistant</p> <p><b>Proof of education and training must be attached</b></p>	<p><b>Years of experience:</b></p> <p>Project Manager/ Site Supervisor  Aircon Technician  Technician Assistant</p> <p><b>Experience will only be evaluated considering the required qualification is attached</b></p>	<p><b>Project Organogram:</b></p> <p><b>Project-specific</b> with all resources listed in relation to their roles in this project.</p>
<b>Score 0</b>	<p>The tenderer has submitted no information or information does not align with the requirements of the project.</p>	<p>The tenderer has submitted no information or information does not align with the requirements of the project.</p>	<p>The tenderer has submitted no information or information does not align with the requirements of the project.</p>
<b>Score 20</b>	<p><b>Project Manager/ Site Supervisor:</b></p> <p>The project Manager should at least have equivalent specialized training (supervisory management training certificate).</p>	<p><b>Project Manager/ Site Supervisor:</b></p> <p>CV submitted showing <b>one</b> year of relevant experience (centralized air conditioning units).</p>	<p>The tenderer has submitted an organogram showing only <b>one</b> of the key personnel.</p>

	<p><b>Aircon Technician:</b></p> <p>The aircon technician must have an N2 qualification in Electrical or Mechanical engineering.</p>	<p><b>Aircon Technician:</b></p> <p>CV submitted showing <b>one</b> year of relevant experience (centralized air conditioning units).</p>	
	<p><b>Technician Assistant:</b></p> <p>The technician assistant must have Grade 12 or equivalent qualification.</p>	<p><b>Technician Assistant:</b></p> <p>CV submitted showing <b>one</b> year of relevant experience (centralized air conditioning units).</p>	
<b>Score 40</b>	<p><b>Project Manager/ Site Supervisor:</b></p> <p>The project Manager should at least have an N2 in Electrical or Mechanical engineering and a Trade Test in Electrical or Mechanical engineering.</p>	<p><b>Project Manager/ Site Supervisor:</b></p> <p>CV submitted showing <b>two</b> years of relevant experience (centralized air conditioning units).</p>	The tenderer has submitted an organogram showing only <b>two</b> of the key personnel.
	<p><b>Aircon Technician:</b></p> <p>The aircon technician must have an N2 in Electrical or Mechanical engineering and Trade Test in Electrical or Mechanical engineering.</p>	<p><b>Aircon Technician:</b></p> <p>CV submitted showing <b>two</b> years of relevant experience (centralized air conditioning units).</p>	

	<p><b>Technician Assistant:</b></p> <p>The technician assistant must be fully trained and have a basic understanding of air-conditioning systems, safety, and code requirements- Provide qualification.</p>	<p><b>Technician Assistant:</b></p> <p>CV submitted showing <b>two</b> years of relevant experience (centralized air conditioning units).</p>	
<b>Score 60</b>	<p><b>Project Manager/ Site Supervisor:</b></p> <p>The project Manager should at least have an N4 in Electrical or Mechanical engineering and a Trade Test in Electrical or Mechanical engineering.</p>	<p><b>Project Manager/ Site Supervisor:</b></p> <p>CV submitted showing <b>three</b> years of relevant experience (centralized air conditioning units).</p>	<p>The tenderer has submitted an organogram showing all <b>three</b> key personnel, with a clear indication of roles and responsibilities and the specific function of each team member</p>
	<p><b>Aircon Technician:</b></p> <p>The aircon technician must have a Gas Certificate Category B, N2 in Electrical or Mechanical engineering and a Trade Test in Electrical or Mechanical engineering.</p>	<p><b>Aircon Technician:</b></p> <p>CV submitted showing <b>three</b> years of relevant experience (centralized air conditioning units).</p>	
	<p><b>Technician Assistant:</b></p> <p>The technician assistant must be fully trained and have a basic understanding of air-conditioning systems, safety, and code</p>	<p><b>Technician Assistant:</b></p> <p>CV submitted showing <b>three</b> years of relevant experience (centralized air conditioning units).</p>	

	requirements- Provide qualification, and a Gas Certificate Category A.		
<b>Score 80</b>	<p><b>Project Manager/ Site Supervisor:</b></p> <p>The project Manager should at least have a National Diploma in Electrical or Mechanical engineering qualification.</p>	<p><b>Project Manager/ Site Supervisor:</b></p> <p>CV submitted showing <b>four</b> years of relevant experience (centralized air conditioning units).</p>	<p>The tenderer has submitted an organogram showing all <b>three</b> key personnel, showing a clear indication of roles and responsibilities and the specific function of each team member including either the Environmental, or Health, and Safety personnel.</p>
	<p><b>Aircon Technician:</b></p> <p>The aircon technician must have a Gas Certificate Category B, N4 in Electrical or Mechanical engineering and a Trade Test in Electrical or Mechanical engineering.</p>	<p><b>Aircon Technician:</b></p> <p>CV submitted showing <b>four</b> years of relevant experience (centralized air conditioning units).</p>	
	<p><b>Technician Assistant:</b></p> <p>The technician assistant must have an N2 in Electrical or Mechanical engineering and a Gas Certificate Category A.</p>	<p><b>Technician Assistant:</b></p> <p>CV submitted showing <b>four</b> years of relevant experience (centralized air conditioning units).</p>	
<b>Score 100</b>	<p><b>Project Manager/ Site Supervisor:</b></p> <p>The project Manager should at least have a BTech/ BSc (Eng)/ BEng in Electrical or Mechanical engineering qualification.</p>	<p><b>Project Manager/ Site Supervisor:</b></p> <p>CV submitted showing <b>five</b> years of relevant experience (centralized air conditioning units).</p>	<p>The tenderer has submitted an organogram showing all <b>three</b> key personnel, showing a clear indication of roles and</p>

			responsibilities and the specific function of each team member including both the Environmental, Health, and Safety personnel.
	<p><b>Aircon Technician:</b></p> <p>The aircon technician must have a Gas Certificate Category B, N6 in Electrical or Mechanical engineering and a Trade Test in Electrical or Mechanical engineering.</p>	<p><b>Aircon Technician:</b></p> <p>CV submitted showing <b>five</b> years of relevant experience (centralized air conditioning units).</p>	
	<p><b>Technician Assistant:</b></p> <p>The technician assistant must have an N4 in Electrical or Mechanical engineering and a Gas Certificate Category A.</p>	<p><b>Technician Assistant:</b></p> <p>CV submitted showing <b>five</b> years of relevant experience (centralized air conditioning units).</p>	

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## T2.2-05: Evaluation Schedule: Method Statement

Submit a method statement that responds to the scope of work and outlines Execution methodology including that relating but not limited to Programme, quality, safety, and an understanding of the project objective.

The method statement should articulate what the *Contractor* will provide in achieving the stated objectives for the project and demonstrate alignment with the Programme. *Contractors* must also exhibit a clear understanding of the project and have shown a concise method statement for all activities incorporating best practices.

The *Contractor* must as such explain his/her understanding of the objectives of the works and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the construction sequencing they would adopt to address them. The method statement should explain the methodologies that are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures, and associated resources, to meet the requirements and indicate how risks will be managed.

The method statement should at least cover the minimum technical aspects of the project listed below:

- Outline of the proposed approach.
- Project schedule that defines key milestones and indicates activity durations for repairs and maintenance of the centralized air conditioning unit.
- Safety plan in line with SANS, IEC, and OHS Act showing comprehensive Risk assessment.
- Detailed method statement, technical approach, and execution sequencing in terms of the Service Information.

<b>Method Statement (30)</b>	
<b>Score 0</b>	The <i>Contractor</i> has submitted no information
<b>Score 20</b>	<p>The <i>Contractor's</i> technical approach and/or methodology is poor, not realistic, generic, and unlikely to satisfy project objectives or requirements. The <i>Contractor</i> misunderstood the scope of work and did not deal with the critical aspects of the project. Only (2) technical aspects are addressed:</p> <ul style="list-style-type: none"> <li>▪ Outline of the proposed approach.</li> <li>▪ Project schedule that defines key milestones and indicates activity durations for repairs and maintenance of the centralized air conditioning unit.</li> </ul>
<b>Score 40</b>	<p>The <i>Contractor's</i> technical approach and/or methodology is poor, not realistic, generic, and unlikely to satisfy project objectives or requirements. The <i>Contractor</i> misunderstood the scope of work and did not deal with the critical aspects of the project. Only (3) technical aspects are addressed:</p> <ul style="list-style-type: none"> <li>▪ Outline of the proposed approach.</li> <li>▪ Project schedule that defines key milestones and indicates activity durations for repairs and maintenance of the centralized air conditioning unit.</li> <li>▪ Safety plan in line with SANS, IEC, and OHS Act showing comprehensive Risk assessment.</li> </ul>
<b>Score 60</b>	<p>The technical approach submitted addresses (4) technical aspects of the project, indicating that the <i>Contractor</i> understands the proposed project scope and approach to address the requirements. The method statement should at least cover the minimum technical aspects of the project listed below:</p> <ul style="list-style-type: none"> <li>▪ Outline of the proposed approach.</li> <li>▪ Project schedule that defines key milestones and indicates activity durations for repairs and maintenance of the centralized air conditioning unit.</li> <li>▪ Safety plan in line with SANS, IEC, and OHS Act showing comprehensive Risk assessment.</li> <li>▪ Detailed method statement, technical approach, and execution sequencing in terms of the Service Information.</li> </ul>

<p><b>Score 80</b></p>	<p>The <i>Contractor</i> has submitted a detailed method statement meeting the proposed methodology which will ensure that the works meet the specifications and quality standards. A detailed project methodology was submitted addressing all four (4) technical approach aspects and submitted one (1) additional technical aspect, detailing how to approach the execution of the project innovatively and efficiently, indicating that the <i>Contractor</i> has outstanding knowledge of the project.</p> <p>The method statement covers (5) technical aspects of the project listed below:</p> <ul style="list-style-type: none"> <li>▪ Outline of the proposed approach.</li> <li>▪ Project schedule that defines key milestones and indicates activity durations for repairs and maintenance of the centralized air conditioning unit.</li> <li>▪ Safety plan in line with SANS, IEC, and OHS Act showing comprehensive Risk assessment.</li> <li>▪ Detailed method statement, technical approach, and execution sequencing in terms of the Service Information.</li> <li>▪ A detailed list of equipment and the number thereof to execute the service, and the area it will be utilized.</li> </ul>
<p><b>Score 100</b></p>	<p>The <i>Contractor</i> has submitted a clearly articulated method statement that is aligned with the scope of work and project schedule. A detailed project methodology was submitted addressing all (4) technical approach aspects and submitted two (2) additional technical aspects, detailing how to approach the execution of the project innovatively and efficiently, indicating that the <i>Contractor</i> has outstanding knowledge of the project.</p> <p>The method statement covers (6) technical aspects of the project listed below:</p> <ul style="list-style-type: none"> <li>▪ Outline of the proposed approach.</li> <li>▪ Project schedule that defines key milestones and indicates activity durations for repairs and maintenance of the centralized air conditioning unit.</li> <li>▪ Safety plan in line with SANS, IEC, and OHS Act showing comprehensive Risk assessment.</li> <li>▪ Detailed method statement, technical approach, and execution sequencing in terms of the Service Information.</li> <li>▪ A detailed list of equipment and the number thereof to execute the service, and the area it will be utilized.</li> </ul>

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	<ul style="list-style-type: none"><li>▪ A site waste management plan that describes in detail the amount and type of waste from the carried out service and repairs and how it will be reused, recycled, or disposed of.</li></ul>
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## T2.2-06: Evaluation Schedule: Previous Experience

### Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivering projects/services of similar size and nature by supplying the following:

**Three (3) Signed reference letters or completion certificates** must be provided as proof of previous experience to achieve a minimum score, the following information should be present:

- Project description- detailed project scope describing the nature of work
- Customer name and contact details
- Contract value and duration
- Project start and end date

**\*Purchase Orders (PO's) will NOT be accepted**

The below table is to be filled out in relation to the reference letters submitted:

Project Description	Client name and contact details	Contract value and duration	Date of project completion

Previous Experience will be scored as follows:

POINTS	Previous Experience (40)	
<b>Score 0</b>	The <i>Contractor</i> has submitted no information or inadequate information to determine a score.	
<b>Score 20</b>	The <i>Contractor's</i> previous experience presented has no relevance to the scope of this project and does not address any of the required categories. <i>Contractor</i> has done only one (1) similar project.	<i>Contractor</i> has provided one (1) signed reference letter/ completion certificate.
<b>Score 40</b>	The <i>Contractor's</i> previous experience presented has some relevance to the scope of this project but lacks detail. <i>Contractor</i> has done two (2) similar projects.	Insufficient references were provided to substantiate the experience indicated. <i>Contractor</i> has provided two (2) signed reference letters/ completion certificates.
<b>Score 60</b>	The <i>Contractor's</i> previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. <i>Contractor</i> has done three (3) similar projects.	Acceptable references provided to substantiate experience indicated and stipulated the contract values for those previous projects. <i>Contractor</i> has provided three (3) signed reference letters/ completion certificates.
<b>Score 80</b>	The <i>Contractor's</i> previous experience presented demonstrates a real understanding of substantial evidence of the ability to meet the stated project requirements. <i>Contractor</i> has done four (4) similar projects.	Sufficient references were provided to substantiate the experience indicated and stipulated the contract values for those previous projects. <i>Contractor</i> has provided four (4) signed reference letters/ completion certificates.
<b>Score 100</b>	The <i>Contractor's</i> previous experience presented demonstrates a real confidence and extensive understanding of all the categories as required. The <i>Contractor</i> has five (5) or more similar projects.	Extensive references provided to substantiate experience indicated and stipulated the contract values for those previous projects. <i>Contractor</i> has provided five (5) or more signed reference letters/ completion certificates.

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

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



## T2.2-07: Authority to submit a Tender

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

## B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all documents in

connection with the tender offer for Contract \_\_\_\_\_ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

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

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

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



**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

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

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

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



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

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

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

Name of Company/Members of Joint Venture:

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

## T2.2-10: Schedule of Proposed Subcontractors

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

### Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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



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

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

## T2.2-11: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
  - (b) B-BBEE Status Level of Contribution; and
  - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION- LEVEL 1 or 2</b>	<b>10</b>
<b>+50% Black Youth Owned Entities</b>	<b>10</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	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

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 <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]

<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard
------------------------	---

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

## **5. BID DECLARATION**

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

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

- 6.1 B-BBEE Status Level of Contribution (Level 1 or 2) = (maximum of 10 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.

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



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

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-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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



DESCRIPTION OF THE WORKS: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

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(f) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
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## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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


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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication

between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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

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

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

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



DESCRIPTION OF THE WORKS: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

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.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## **T2.2-12 NON-DISCLOSURE AGREEMENT**

**[June 2024]**



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

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

**TRANSNET SOC LTD**

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

**and**

.....

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

.....

.....

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet’s Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

## 2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

### **3. RECORDS AND RETURN OF INFORMATION**

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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



**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa’s general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.

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

Signed	Date
_____	_____
Name	Position
_____	_____
Tenderer	
_____	

## T2.2-13: RFQ DECLARATION FORM

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

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

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-16 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).

- 
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
  - For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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## T2.2-14: REQUEST FOR QUOTATION – BREACH OF LAW

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

---

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

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

---

SIGNATURE OF TENDER

---

## T2.2-15 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

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

---

SIGNATURE OF TENDERER

## **T2.2-16 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

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

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

### **3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER**

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

- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish

the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
  - a) Human Rights
    - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
    - Principle 2: make sure that they are not complicit in human rights abuses.
  - b) Labour
    - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
    - Principle 4: the elimination of all forms of forced and compulsory labour;
    - Principle 5: the effective abolition of child labour; and
    - Principle 6: the elimination of discrimination in respect of employment and occupation.
  - c) Environment
    - Principle 7: Businesses should support a precautionary approach to environmental challenges;

- Principle 8: undertake initiatives to promote greater environmental responsibility; and
  - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
- d) Anti-Corruption
- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFQ or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications

and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount

of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

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

## **6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)**

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently

formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

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

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

## **8 SANCTIONS FOR VIOLATIONS**

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

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

## **9 CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

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

## 10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Service Provider / Contractor. When a dispute arises between Transnet and its Tenderer / Service Provider / Contractor, the parties should use their best endeavours to resolve the dispute in an amicable manner, whenever possible. Litigation in bad faith negates the principles of trust and good faith on which commercial relationships are based. Accordingly, following a blacklisting process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:



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

**11 GENERAL**

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

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

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

Signature .....

Date .....

## T2.2-17 : Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
  - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;

- 
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or

- Gain an improper advantage.

- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
  - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
  - Collusion;
  - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
  - Corrupt activities listed above; and
  - Harassment, intimidation or other aggressive actions towards Transnet employees.
- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.



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

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

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

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

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

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

Signed this on day \_\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_  
Signature

## **T2.2-18 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")**

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

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

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

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

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

- 2.7. Furthermore, the Operator will not otherwise modify, amend or alter any personal information and the information of a third party submitted by Transnet or disclose or permit the disclosure of any personal information and the information of a third party to any third party without prior written consent from Transnet.
- 2.8. The Operator shall, at all times, ensure compliance with any applicable laws put in place and maintain sufficient measures, policies and systems to manage and secure against all forms of risks to any information that may be shared or accessed pursuant to the services offered to Transnet in terms of this Agreement (physically, through a computer or any other form of electronic communication).
- 2.9. The Operator shall notify Transnet in writing of any unauthorised access to personal information and the information of a third party , cybercrimes or suspected cybercrimes, in its knowledge and report such crimes or suspected crimes to the relevant authorities in accordance with applicable laws, after becoming aware of such crimes or suspected crime. The Operator must inform Transnet of the breach as soon as it has occurred to allow Transnet to take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and the information of a third party and to restore the integrity of the affected personal information as quickly as is possible.
- 2.10. Transnet may, in writing, request the Operator to confirm and/or make available any personal information and the information of a third party in its possession in relation to Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.
- 2.11. Transnet may further request that the Operator correct, delete, destroy, withdraw consent or object to the processing of any personal information and the information of a third party relating to the Transnet or a third party in the Operator's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

<b>YES</b>	<b>NO</b>
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

**3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

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

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

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

..... (Operator)

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

**AS WITNESSES:**

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

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

## T2.2-19: Insurance provided by the *Contractor*

Clause 83.1 in NEC3 Term Service Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 83.1 of the TSC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

**To Whom It May Concern,**

**CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE**

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2024 to 31 March 2025 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) Carlton Centre, 150 Commissioner Street, Johannesburg, 2001

**CONTRACT WORKS INSURANCE**

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

The Contract Site : Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

Sub-Contractors: All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract; and to the extent required by any contract or agreement; transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant

owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured hereunder in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;

**Provincial & Government:** any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

**Insured Contracts :** All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **excluding**;

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

### Definitions

1. *"Off-shore contracts" means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "OffShore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre-fabrication works on land associated with an Off-Shore Contract.*

- 2 *"Wet Risk Contracts" shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off- Shore Contracts;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
  - (a) Works below ground level; and
  - (b) Tunnelling machinery below ground level; and
  - (c) A tunnelling crew operating the machinery below ground level;
  - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to a maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000

- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 10% of the total estimated contract value in the aggregate.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Cyber and Data
- Beneficial Occupation – 12 months
- Risk Mitigation – Safety Measures with Respect to Precipitation, Flood and Inundation – 10 years return period

Deductibles:

In respect of loss or damage:

Major Perils shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :                      Major perils                      Minor perils

0 to R100,000,000	R25,000	R15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

Minimum wet risk deductible of R100,000 per occurrence to apply.

Electrical Cables, Wiring and Accessories 10% of claim minimum R100,000

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

## PUBLIC LIABILITY

Cover Provided : Contract Works Public Liability – cover the Insured’s legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

Insured Contracts: All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline’s logistical support for inline inspections and identification of defects in respect of Transnet’s pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - “Off-shore contracts” means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like

harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

Policy Limits:

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.
Statutory Legal Defence Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductible(s) : R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook and/or R150,000 in respect of Developers Removal of Support.

General Policy Exclusions :

The policy does not cover:-

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.



- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Grid Failure

## PROFESSIONAL INDEMNITY

Cover Provided :

Professional Indemnity

- a) In respect of damages which the Insured shall become legally liable to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

Insurer :

Stalker Hutchinson (Santam Limited)

Policy Number:

6000/132337

Jurisdiction :

Worldwide excluding North America

Insured Contracts:

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but **Excluding**:

- a) Contracts which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.



Limit Of Indemnity: Professional Indemnity - \*R100,000,000 in the aggregate during the policy period of insurance.

\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Policy Extension  
Limits Of Indemnity:

Claims Preparation Costs - \*R7,500,000 in the aggregate during the policy period of insurance.  
 Loss of Documents - \*R2,000,000 in the aggregate during the policy period of insurance.  
 Statutory Defence Costs - \*R5,000,000 in the aggregate during the policy period of insurance.  
 Defamation - \*R5,000,000 in the aggregate during the policy period of insurance.  
 Infringement of Copyright - \*R5,000,000 in the aggregate during the policy period of insurance.

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

Policy Special Conditions :

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.



- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.
- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Grid Failure

**This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.**

Dennis Govender

Chief Broking Officer



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/02/0023/57824/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

## C1.1 Form of Offer & Acceptance

### Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of:

#### **REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the tenderer:**

Name & signature of witness

(Insert name and address of organisation)

Date

Tenderer's CIDB registration number:



TRANSNET NATIONAL PORTS AUTHORITY  
 TENDER NUMBER: TNPA/2024/02/0023/57824/RFQ  
 DESCRIPTION OF THE WORKS: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date of award.

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

Signature(s)

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

**for the Employer**

*(Insert name and address of organisation)*

Name & signature of witness \_\_\_\_\_ Date \_\_\_\_\_



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/02/0023/57824/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

### Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

By the duly authorised representatives signing this Schedule of Deviations below, the Employer and the tenderer agree to and accept this Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules, as well as any confirmation, clarification or changes to the terms of the Offer agreed by the tenderer and the Employer during this process of Offer and Acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Form shall have any meaning or effect in the contract between the parties arising from this Agreement.

#### For the tenderer:

#### For the Employer

Signature

Name

Capacity

On behalf of *(Insert name and address of organisation)*

*(Insert name and address of organisation)*

Name & signature of witness

Date



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/02/0023/57824/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

## C1.2 Contract Data

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

Clause	Statement	Data
<b>1</b>	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option	<b>A:</b> Priced contract with price list
	and secondary Options	<b>W1:</b> Dispute resolution procedure
		<b>X1:</b> Price adjustment for inflation
		<b>X2:</b> Changes in the law
		<b>X17:</b> Low service damages
		<b>X18:</b> Limitation of liability
		<b>X19:</b> Task Order
		<b>Z:</b> <i>Additional conditions of contract</i>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/02/0023/57824/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

10.1	The <i>Employer</i> is: Address	<b>Transnet SOC Ltd</b> Registered address: <b>Transnet Corporate Centre</b> <b>138 Eloff Street</b> <b>Braamfontein</b> <b>Johannesburg</b> <b>2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority</b> <b>Bayvue Building</b> <b>Ventura Road</b> <b>Port of Richards Bay</b> <b>3900</b>
10.1	The <i>Service Manager</i> is (name): Address Tel e-mail	<b>TBA</b>
11.2(2)	The Affected Property is	<b>Bayvue Building, Port of Richards Bay</b>
11.2(13)	The <i>service</i> is	<b>Maintenance and Repairs of the Bayvue Centre Air-Conditioning System for Transnet National Ports Authority - Port of Richards Bay for a Period of 36 Months</b>
11.2(14)	The following matters will be included in the Risk Register	<b>(1) Traffic Congestion</b> <b>(2) Disruption in the Workplace</b>
11.2(15)	The Service Information is in	<b>The <i>Scope of Services</i></b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2024/02/0023/57824/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	
21.1	The <i>Contractor</i> submits a first plan for acceptance within	<b>Two (2) weeks of the Contract Date</b>
<b>3</b>	<b>Time</b>	
30.1	The <i>starting date</i> is.	<b>01 August 2024</b>
30.1	The <i>service period</i> is	<b>Thirty- Six (36) Months</b>
<b>4</b>	<b>Testing and defects</b>	<b>As per secondary clause X18</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is	<b>25<sup>th</sup> (twenty fifth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>The prime lending rate of the Rand Merchant Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	<b>No data will be required for this section.</b>
<b>7</b>	<b>Use of Equipment Plant and Materials</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
<b>80.1</b>	<b>These are additional Employers risks</b>	<b>None</b>
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is:	<b>Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.</b>
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	<b>As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.</b>



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83.1	Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	<b>The Total of the Prices.</b>
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	<b>The Total of the Prices.</b>
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	<b>The Total of the Prices.</b>
<b>9</b>	<b>Termination</b>	<b>See Additional Conditions of Contract Clause Z1</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with price list</b>	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	<b>Four (4) weeks.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is (Name)	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is	<b>The Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Richards Bay, Kwa-Zulu Natal, South Africa</b>



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The person or organisation who will choose an arbitrator

- if the Parties cannot agree a choice or
- if the arbitration procedure does not state who selects an arbitrator, is

**The Chairman of the Association of Arbitrators (Southern Africa)**

## **12 Data for secondary Option clauses**

### **X1 Price adjustment for inflation**

X1.1 The *base date* for indices is **04 July 2024**

The proportions used to calculate the Price Adjustment Factor are:

**The index referred to in this clause shall be deemed to refer to the CPI index on the starting date as stated under section 30.1. Price adjustment for inflation shall only take place on contract anniversary.**

### **X2 Changes in the law**

**No additional data is required for this Option**

### **X17 Low service damages**

X17.1 The *service level table* is in

**Failure to complete the work within the programme timelines will attract a penalty of 1% per day of the cost of the Task Order and capped at 15%. i.e. Performance Levels**

- **Should they not respond in the minimum stipulated response time of 2 hours.**
- **Service delays (not finishing as per agreed upon Programme submitted to the Service Manger).**
- **Rework due to poor workmanship.**

### **X18 Limitation of liability**

X18.1 The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to

**Nil.**

X18.2 For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to

**The deductible of the relevant insurance policy**

X18.3 The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to

**The cost of correcting the defect.**



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X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<b>Total of the Prices.</b>
X18.5	The <i>end of liability date</i> is	<b>Three (3) years after the end of the <i>service period</i>.</b>
<b>X19</b>	<b>Task Order</b>	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	<b>Two (2) days of receiving the Task Order.</b>
<b>Z</b>	<b><i>Additional conditions of contract</i></b>	
<b>Z1</b>	<b>Obligations in respect of Termination</b>	
Z1.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporated or otherwise (including any constituent of the joint venture)'; and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
Z1.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z1.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."



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 PERIOD OF 36 MONTHS

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

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Z2.1

Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.
  2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.
  3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
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## **Z3 Additional clause relating to Collusion in the Construction Industry**

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Z3.1

The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.

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## **Z4 Protection of Personal Information Act**

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Z4.1

The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act

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## C1.2 Contract Data

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

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	.....%
	The <i>subcontracted fee percentage</i> is	.....%
11.2(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
		.....





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## PART C2: PRICING DATA

Document Reference	Title	Page Numbers
C2.1	Pricing Instructions: Option A	2
C2.2	<i>Price List</i>	3 to 6
	<b>Total number of pages</b>	<b>6</b>



## C2.1 Pricing instructions: Option A

### 1.1 The *conditions of contract*

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

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

Identified 11  
and defined  
terms 11.2

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

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

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

### 1.3 Measurement and Payment

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

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

1.3.3 The Price List work breakdown structure provided by the *Contractor* is based on the activity/milestone provided by the Employer. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. **The Price List work breakdown structure is compiled to the satisfaction of the Employer with any additions and/or amendments deemed necessary.**

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

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



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## C2.2 Price List

### Part 1: Preliminary & General and Environmental Management Plan

Item no	Description	Unit	Quantity	Rate	Price
1	<b>Preliminary &amp; General and Environmental Management Plan</b> <i>Contractor's</i> contractual obligations to manage and execute the Contract. As well as to ensure Health & Safety and environmental obligations for the duration of the contract  (Detailed breakdown to be provided upon request for such information):				
1.1	Year 1 (0 to 12 months)	Sum	1		
1.2	Year 2 (13 to 24 months)	Sum	1		
1.3	Year 3 (25 to 36 months)	Sum	1		
<b>Total Excl VAT</b>					



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**Part 2: Bayvue Centralized Air-Conditioning System routine maintenance**

Item no	Description	Rate	Quantity	Price for Quarterly maintenance	Number of quarters per year	Price
2	<b>Maintenance and Repairs of the Centralized Air-Conditioning System</b> The Service provider shall be required to inspect, test, service, and maintain the equipment in a proper and safe operating condition.					
2.1	Year 1		1		4	
2.2	Year 2		1		4	
2.3	Year 3		1		4	
<b>Total Excl VAT</b>						



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**Part 3: Call outs and repairs**

Item no	Description	Unit	Quantity	Rate	Price
<b>3</b>	<b>Labour Rates Including Call-out Fees for Additional Unplanned Work (Year 1)</b>				
3.1	Artisan/Technician & assistant Including call-out fees (Normal Hours)	Daily	20		
3.2	Artisan/Technician & assistant Including call-out fees (After Hours)	Daily	20		
3.3	Artisan/Technician & assistant Including call-out fees (Saturdays)	Daily	5		
3.4	Artisan/Technician & assistant Including call-out fees (Sundays and Public Holidays)	Daily	10		
<b>4</b>	<b>Labour Rates Including Call-out Fees for Additional Unplanned Work (Year 2)</b>				
4.1	Artisan/Technician & assistant Including call-out fees (Normal Hours)	Daily	20		
4.2	Artisan/Technician & assistant Including call-out fees (After Hours)	Daily	20		
4.3	Artisan/Technician & assistant Including call-out fees (Saturdays)	Daily	5		
4.4	Artisan/Technician & assistant Including call-out fees (Sundays and Public Holidays)	Daily	10		



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<b>5</b>	<b>Labour Rates Including Call-out Fees for Additional Unplanned Work (Year 3)</b>				
5.1	Artisan/Technician & assistant Including call-out fees (Normal Hours)	Daily	20		
5.2	Artisan/Technician & assistant Including call-out fees (After Hours)	Daily	20		
5.3	Artisan/Technician & assistant Including call-out fees (Saturdays)	Daily	5		
5.4	Artisan/Technician & assistant Including call-out fees (Sundays and Public Holidays)	Daily	10		
<b>Total Excl VAT</b>					

<b>PART</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>1</b>	<b>Preliminary &amp; General and Environmental Management Plan</b>	
<b>2</b>	<b>Bayvue Centralized Air-Conditioning System routine maintenance</b>	
<b>3</b>	<b>Call outs and repairs</b>	
<b>Total Excl VAT</b>		
<b>VAT @ 15% (If Applicable)</b>		
<b>Total Incl VAT</b>		

## PART C3: SERVICE INFORMATION

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<b><i>Annexure B</i></b>	Maintenance Checks	24-33
<b><i>Annexure C</i></b>	Safety, Health, and Environmental Specification	34-66
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## C3.1 EMPLOYER’S SERVICE INFORMATION

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## SECTION 1

### 1 Description of the Service

#### 1.1 Executive Overview

The scope of works covers the maintenance and repairs of the Bayvue centralised air-conditioning plant for a period of (36) thirty-six months in the Port of Richards Bay. The *Contractor* shall conduct monthly inspections, maintenance, and testing of the Bayvue Centre air-conditioning system per the Occupational Health and Safety Act and Regulations (Act 85 of 1993 – full version). In addition, the *Contractor* shall provide a quarterly maintenance report. The quarterly maintenance report must record the condition, maintenance, and repair history of the Bayvue centralised air-conditioning system. It must provide a detailed account of any preventive measures taken, faults discovered, and the corrective actions adopted.

The *Works* that the *Contractor* is to perform *involve*:

- Planned preventative maintenance.
- Major servicing.
- Ad hoc repairs, maintenance, and emergency breakdown.

#### 1.2 Employer's objectives

The *Employer's* objectives are:

The *Employer's* objective is to employ a *Contractor* to maintain and repair the Bayvue Centre air-conditioning system and associated equipment in Transnet National Ports Authority at the Port of Richards Bay. This shall be done sustainably at the lowest operating and maintenance costs while ensuring compliance with the Occupational Health and Safety Act. This contract shall be for a period of 36 months.

#### 1.3 Pre-qualification Requirements

- **Eligibility with regards to attendance at the compulsory clarification meeting:**  
An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7
- *Contractors* shall be registered with the Contracting Industry Development Board (CIDB) and have a CIDB grading of 3 ME or higher.
- *Contractors* shall be registered with professional body/bodies of the South African Institute of Refrigeration and Air Conditioning (SAIRAC) or the South African Refrigeration & Air Conditioning *Contractors' Association* (SARACCA) and provide certification.
- The aircon technician must have a Gas Certificate Category B and a Trade Test in electrical or mechanical engineering.

- The technician assistant must have a Gas Certificate Category A.

## 1.4 Interpretation and terminology

**Table 1: Abbreviations used in this Service Information:**

Abbreviation	Meaning Given to The Abbreviation
AC	Air Conditioner
AIA	Authorised Inspection Authority
BBBEE	Broad-Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CIDB	Contracting Industry Development Board
COC	Code of Conduct
COLTO	Committee of Land Transport Officials
CSHEO	<i>Contractor's</i> Safety, Health, and Environmental Officer
DWG	Drawings
EMP	Environmental Management Plan
EMPR	Environmental Management Programme
EO	Environmental Officer
HAZOP	Hazard and Operability Study
IT	Information Technology
ME	Mechanical Engineering
NQF	National Qualification Framework
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
PR	Purchase Requisition
QA	Quality Assurance
QCP	Quality Control Plan
R&D	Research and Development
SANS	South African National Standards
SARACCA	South African Refrigeration & Air Conditioning <i>Contractors'</i> Association
SASRIA	South African Special Risks Insurance Association
SES	Standard Environmental Specification
SHE	Safety, Health, and Environment
SHEC	Safety, Health, and Environment Co-ordinator
SHEQ	Safety, Health, Environment, and Quality

## 2 Engineering and the *Contractor's* design

### 2.1 *Employer's* design

2.1.1 No design work is required for this project, as the Bayvue Centre air-conditioning system (chiller plant) and its associated equipment are already installed and operating. The main scope of work includes the maintenance of this existing chiller plant, which the *Employer* will make available during the service period.

2.1.2 All work done is to be undertaken accordingly, as well as to the following:

- Service Information and all attached **Annexures**.
- OHS Act 85 of 1993.

### 2.2 Parts of the work which the *Contractor* is to design

2.2.1 No designs are required for the maintenance of the chiller plant.

### 2.3 Procedure for submission and acceptance of *Contractor's* design

2.3.1 No designs are required for the maintenance of the chiller plant.

## 3 Execution of the *Service*

### 3.1 Temporary *Works*, Site services & constraints

3.1.1 *Employer's* Site entry and security control, permits, and Site regulations:

3.1.1.1 The *Contractor* must comply with the *Employer's* Site entry and Port Security Control, permits, and Site Regulations. The *Employer* provides coded ID cards to all *Contractors'* employees for access/egress of personnel, plant, material, and Equipment within the Site boundaries.

3.1.1.2 Access must be subject to the Transnet National Ports Authority security requirements and regulations, which state that "access should be obtained for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility." The *Contractor* must make a cost and time allowance for obtaining the necessary permits within their rates, including Labour and transportation. All *Contractor* personnel must always wear their security identity (ID) card to be easily identifiable as employed by the company concerned.

3.1.1.3 The *Contractor* must ensure that all materials, machinery, or Equipment they brought onto the premises are recorded at the main gate(s) or checkpoint(s). Failure to do this may result in the *Employer's* refusal to allow the materials, machinery, or Equipment to be removed from the premises.

3.1.2 The *Contractor* complies with the following requirements of the *Employer*:

3.1.2.1 The *Contractor* and their employees must enter and leave the premises only through the main gate(s) or checkpoint(s) designated by the *Employer*. The *Contractor* must ensure that employees observe the *Employer's* security rules and not permit anyone not directly associated with the work to enter the premises.

3.1.2.2 The *Contractor* and their employees must not enter any area of the premises that is not directly associated with their work.

3.1.2.3 The *Contractor* shall ensure the safe passage of the *Contractor's* traffic to and around the Site and Working Areas at all times, including providing flagmen, protective barriers, signage, etc., for protection, direction, and traffic control.

3.1.3 Restrictions to access on Site, roads, walkways, and barricades:

3.1.3.1 The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas adjacent to the Site and Working Areas. The *Contractor* plans and organises their work in such a manner as to cause the least possible disruption to the *Employer's* operations.

3.1.4 The *Contractor* complies with the following Road Safety Regulations and requirements of the *Employer*:

3.1.4.1 The speed limit on most internal roads within the Port of Richards Bay is 40km/h unless otherwise indicated. Compliance with these regulations is enforced and must be complied with. Access cards/permits will be revoked if found to be non-compliant.

3.1.5 People restrictions on Site; hours of work, conduct, and records:

3.1.5.1 There is a permit card access system to enter the Port Area. On behalf of the *Employer*, the *Service Manager* will arrange the required access permits and issue them to the *Contractor* free of charge.

3.1.6 The *Contractor* complies with the following hours of work for their people (including Sub-*Contractors*) employed on the Site:

3.1.6.1 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. For any extended hours or overtime, the *Contractor* shall apply in writing and obtain approval from the *Service Manager/Employer*.

3.1.7 The *Contractor* keeps daily records of their people engaged on the Site and Working Areas (including Sub-*Contractors*), with access to such daily records available for inspection by the *Service Manager* at all reasonable times.

3.1.8 Health and Safety Facilities on Site:

3.1.8.1 The *Contractor's* personnel must be subject to all safety procedures and regulations as laid down by TNPA Health and Safety Specification.



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- 3.1.8.2 In the event of a fire on the work Site, the *Contractor* must first respond to minor fires and inform TNPA personnel of the fire, then vacate the Site immediately in compliance with the *Contractor's* Evacuation Procedure. Any major fires must be immediately reported to the TNPA Fire Department for intervention.
- 3.1.8.3 The *Contractor* must note that smoking must not be allowed on the Site within 30m of the building (s). It must only be allowed in designated and marked smoking areas. No open fires must be lit anywhere on Site.
- 3.1.8.4 The *Contractor* must ensure all power tools and Equipment's satisfactory and safe condition. All electrically powered Equipment must be compliant with OHS Act Standards. The use of electrically powered Equipment must be subject to the prior approval of TNPA.
- 3.1.8.5 The *Contractor* must enter into and execute an Agreement with the *Employer* as provided for under Section 37(2) of the Occupational Health and Safety Act (1993). The agreement must be in the pro-form included elsewhere in this document.
- 3.1.8.6 All *Contractor's* staff and Labour working within the port shall comply with the *Employer's* operational Health and Safety requirements and be equipped with all necessary PPE and high visibility apparel.
- 3.1.9 The *Contractor* complies with paragraph 2.3 of C3.1 *Employer's Service* Information requirements.
- 3.1.10 Environmental controls, fauna & flora, dealing with objects of historical interest:
- 3.1.10.1 The *Contractor* must take every precaution to avoid damaging vegetation adjacent to the *Works*. Any damage caused is to be repaired at the *Contractor's* expense.
- 3.1.11 The *Contractor* provides a notice board.
- The *Contractor* shall provide and erect a project name board which the *Service Manager* must first approve. The sign board must contain details of the following:
- Details of the *Contractor*.
  - Description of the work.
- 3.1.12 The *Contractor* does not advertise the contract or the project to any third party nor communicate directly with the media (in any jurisdiction) without the *Service Manager's* express written notification and consent.
- 3.1.13 *Contractor's* Equipment:
- 3.1.13.1 The *Contractor* keeps daily records of their Equipment used on Site and in the Working Areas (distinguishing between owned and hired Equipment), with access to such daily records available for inspection by the *Service Manager* at all reasonable times.
- 3.1.14 Equipment provided by the *Employer*:
- 3.1.14.1 The *Employer* shall provide no Equipment.

3.1.15 The *Employer* provides the following facilities for the *Contractor*:

3.1.15.1 Ablution facilities for use by the *Contractor*.

3.1.16 Wherever the *Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications, etc.) for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use. The *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others). This includes the surrounding areas to their original standard upon dismantling such facilities and hand-back to the *Employer*.

3.1.17 Control of noise, dust, water, and waste:

3.1.17.1 The *Contractor* must submit their proposed methods of executing the work, which demonstrate the measures taken to avoid or reduce any nuisance arising from dust, noise, and vibration, for acceptance by the *Service Manager*.

3.1.18 Sequences of the work:

- Arrange with the *Service Manager* at least one day before the visit.
- Contact the *Service Manager* on the day of the visit.
- Check-in at building security and comply with all access and safety requirements.
- Place clear signage indicating the work in progress.
- Every effort shall be made to keep one AC unit operational while work is carried out on the other. If this is not possible for certain operations, report such intentions to the Transnet representative before switching off both AC units.
- Report to the *Service Manager*.
- Check out of building security.

### 3.2 Completion, testing, commissioning, and correction of Defects

3.2.1 The *work* (maintenance and repairs) to be done by the Completion Date:

Before the Completion Date, the *Contractor* shall have done everything required to Provide the *Works*. This includes the work listed below, to be done before the Completion Date and, or before the dates stated. The *Service Manager* cannot certify completion until all the work listed below has been done and is also free of Defects, which would have, in their opinion, prevented the *Employer* from using the *Works* and others from doing their work.

**Table 2: Works' Completion**

Item of Work	To be completed by
Monthly planned maintenance and details of work signed off by the <i>Service Manager</i>	Monthly



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Ad-hoc, emergency repairs and details of work signed off by the <i>Service Manager</i>	Immediately after work is completed and agreed upon with the <i>Service Manager</i>
Monthly report on the condition of the Plant units	Monthly
Yearly report on the condition of the Plant units	Yearly

### 3.2.2 Start-up procedures required to put the *works* into operation:

The *Contractor* shall ensure that the air-conditioning units are in safe working condition after each service, either monthly maintenance, emergency breakdowns, or ad hoc repairs that the *Contractor* executes.

### 3.2.3 Take over procedures:

The *Contractor* shall ensure that the air-conditioning units are available for immediate use after each service and be monthly maintained and for emergency breakdowns, or ad hoc repairs that the *Contractor* executes.

## 4 Plant and Materials Standards and Workmanship

### 4.1 Standards

4.1.1 It includes the Manufacturer's Maintenance Manual with Maintenance and Engineering working procedures.

4.1.2 It must comply with SANS 10147:2014 and SANS10400, including applicable OHS Act regulations.

### 4.2 The extent of the work

4.2.1 The *Contractor* shall conduct monthly inspections, servicing, maintenance, and testing of the Equipment per the terms and conditions contained in the Occupational Health and Safety Act and Regulations (Act 85 of 1993 – full version), SANS standards.

4.2.2 The inspection, servicing, maintenance, and testing of the Equipment shall include the following:

- Planned preventative maintenance.
- Ad hoc repairs, maintenance, and emergency breakdown.

4.2.3 The *Contractor* shall be responsible for providing sufficiently skilled and qualified staff for the successful execution of the *Works*. The *Contractor* shall ensure that their staff complements sufficient to allow for an uninterrupted supply of Labour if their staff takes sick or paid leave and will allow for all staff-related eventualities.



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- 4.2.4 The *Contractor* will be responsible for holding all tools or special Equipment required for the execution of the *Works*, either on Site or on their premises, to comply with this contract's Response Time requirements. Any exclusion to the above should be communicated in the returnable schedules upon tender submission.
- 4.2.5 The *Contractor* shall provide and maintain maintenance files for each installation for the contract duration. All schedules, checklists, breakdown reports, preventative maintenance records, component replacement records, and monthly reports shall be filed with information regarding repairs exceeding the *Contractor's* liability.
- 4.2.6 The *Contractor* shall ensure that all maintenance staff is issued with Personal Protective Equipment (PPE) that will comply with a minimum requirement as agreed with the Transnet National Ports Authority's *Service Manager* or another who may be authorised.
- 4.2.7 During inspection, servicing, maintenance, and testing, the *Contractor* shall report defects timeously to Transnet National Ports Authority's *Service Manager* or another person who may be authorised.
- 4.2.8 The Equipment inspection, servicing, maintenance, and testing shall be authorised and supervised by Transnet National Ports Authority's *Service Manager* or another person who may be authorised deputy to sign off and approve service sheets for payment.
- 4.2.9 All work shall be charged according to the Activity Schedule. However, no labour shall be charged for any non-scheduled repair or other work that a scheduled maintenance shift carries out.
- 4.2.10 All spares will be charged according to the Activity Schedule. The *Contractor* shall ensure that replacement parts are safely managed and disposed of.
- 4.2.11 The amount to be paid by Transnet National Ports Authority to the *Contractor* for the due and faithful performance of the inspection, servicing, maintenance, and testing of the Equipment which will become payable at the times and in the manner specified herein, will be a sum to be ascertained from the quantities of work carried out at the rates shown in the attached schedule of prices and provisional quantities.
- 4.2.12 An all-inclusive inspection, servicing, maintenance, and testing charge (from now on referred to as the "monthly charge") shall be paid monthly for repairs and maintenance.
- 4.2.13 The amount to be paid by Transnet National Ports Authority to the *Contractor* for the due and faithful performance of the inspection, servicing, maintenance, and testing of the Equipment which will become payable at the times and in the manner specified herein, will be a sum to be ascertained from the quantities of work carried out at the rates shown in the attached schedule of prices and provisional quantities.
- 4.2.14 An all-inclusive inspection, servicing, maintenance, and testing charge (from now on referred to as the "monthly charge") shall be paid monthly for repairs and maintenance. It shall include the charges for inspection and testing by a competent person.



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- 4.2.15 The *Contractor* shall give Transnet National Ports Authority at least seven (7) days in writing notice of their intention to perform routine maintenance and shall not perform any work without prior arrangement.
- 4.2.16 The *Contractor* shall provide a comprehensive and practical schedule to be approved by Transnet National Ports Authority's *Service Manager* or another person who may be authorised. The plan shall ensure that preventative, corrective, and breakdown maintenance are performed as described in the maintenance manuals and specifications.
- 4.2.17 The *Contractor* shall take all the necessary precautions to protect the public, the property of the public, the property and staff of Transnet National Ports Authority, and all other persons from injury or damage during the progress of the work.
- 4.2.18 The *Contractor* shall be available and provide an Emergency response for failures deemed as such. This response to emergency callouts shall be within 2-hours at any time and any day in the year.
- 4.2.19 The *Contractor* shall make provision for a safety file.

### 4.3 Planned preventative maintenance

- 4.3.1 The *Contractor* shall be required to individually inspect, test, service, and maintain the Equipment in a proper and safe operating condition. This includes but is not necessarily limited to the items mentioned in the scheduled preventative maintenance as well as cleaning, adjusting, and lubricating the Equipment as required and repairing or replacing all electrical and mechanical parts as necessary due to wear and tear.
- 4.3.2 The *Contractor* shall check and confirm the conditions and specifications of the Equipment. The minimum conditions, among others, to check are:
- Environment condition.
  - Nameplate Data (if there is no nameplate, the *Contractor* is to ensure it is reported on the inspection report).
  - Location of all major Equipment, i.e., Motors, panels, etc.
  - The Chiller plant runs without any unusual noise, vibrations, or smells.
  - The *Contractor* may request further checks that they may require or deem necessary.
- 4.3.3 This planned preventative maintenance shall make up and comprise the Monthly charge.
- 4.3.4 All test reports and certificates shall be submitted to the *Service Manager*, their duly authorised person, or Electrical Engineering *Manager*.
- 4.3.5 The *Contractor* shall carry out a scheduled and detailed preventative maintenance plan compiled by a competent AC Technician. This plan shall be compiled per **Annexure B** and proposed to the *Employer* upon submitting the tender documents.



#### 4.4 Ad hoc repairs and emergency breakdown maintenance

- 4.4.1 Where Equipment suddenly fails to operate in a way contradictory to normal operation shall be seen as a breakdown. The *Contractor* shall be required to respond to breakdowns of the Equipment.
- 4.4.2 The Ad-hoc repairs and emergency breakdown costs will not form part of the fixed contract costs and will be as per the Labour and rates table schedule. A quotation will be required for planned work, and a PR (Purchase Requisition) must be created before work commences. After that, invoices will be required to process payment.
- 4.4.3 For Ad-hoc repairs and emergency breakdown work, permission to carry out work outside the scope of the fixed contract service must be obtained from the *Service Manager*, the *Electrical Engineering Manager*, or their authorised representative.
- 4.4.4 The following process shall be initiated to undertake Ad-hoc repairs and emergency breakdown work activities:
- 4.4.4.1 Following a call from Transnet National Ports Authority, the *Contractor* shall respond to the breakdown and ensure the placed Equipment is in a state that is safe and will not cause harm to persons or damage to the Equipment itself.
- 4.4.4.2 Accompanying this recommendation shall be a complete quotation from the *Contractor* for the corrective *Works*.
- 4.4.4.3 The Transnet Representative will review and approve the quotation.
- 4.4.4.4 A separate purchase order, covered under this contract, will be submitted to the *Contractor* to commence with the corrective action.
- 4.4.4.5 The *Contractor* shall submit an invoice which Transnet will process at the end of the calendar month.
- 4.4.5 Any additional work (not covered elsewhere in the contract) will be charged at the labour rates.
- 4.4.6 The *Contractor* shall compile a detailed report on the breakdown, including recommendations for corrective action, and submit it to the Client representative. The report shall, at the least, contain the following information:
- 4.4.6.1 The reason for the breakdown.
- 4.4.6.2 Comprehensive technical details of the breakdown.
- 4.4.6.3 Steps or circumstances leading to the breakdown.
- 4.4.6.4 Taken steps to repair or resolve the incident.
- 4.4.6.5 Further steps or recommendations to prevent a repeat of the occurrence.
- 4.4.6.6 Assurance from the *Contractor* that such an incident will not occur ever again.

## SECTION 2

### 5 Management and start-up

#### 5.1 Management meetings

Progress report meetings of a general nature may be convened and chaired by the *Service Manager* as follows:

**Table 4: Meetings**

<b>Title and purpose</b>	<b>Approximate time &amp; interval</b>	<b>Location</b>	<b>Attendance by:</b>
Overall Contract - Progress and feedback.	Monthly on a day and time mutually to be agreed.	Port of Richards Bay	<i>Employer, Contractor, Supervisor, Service Manager</i> , including relevant stakeholders as may be deemed relevant
Site Inspections	Once off before the commencement of the project.	Port of Richards Bay	<i>Employer, Contractor, Supervisor, Service Manager</i> , including other stakeholders as may be deemed relevant
<i>Safety Pre-Mobilisation Meeting</i>	<i>Once off at the kick-off meeting.</i>	Port of Richards Bay	<i>Employer, Contractor</i> (appropriate key persons), <i>Supervisor</i> (as necessary and appropriate delegates), and <i>Service Manager</i> , including other stakeholders as may be deemed relevant
Safety, Health, and Environment Induction Training.	Once off Induction programme prior to commencing any work on Site and each time for a new start.  Safety inspection Ad hoc.	Port of Richards Bay	<i>Employer, Contractor</i> (all personnel to work on Site), <i>Supervisor, Service Manager</i> , including other stakeholders as may be deemed relevant



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

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

## 5.2 Documentation Control

5.2.1 In undertaking the '*Works*,' the supplier of documentation and data for the project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data quality requirements regarding numbering, uniqueness, quality, accuracy, format, completeness, and currency of information. Data not meeting the Project Standards and data quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission.

5.2.2 The specific documents that shall form part of the work include but are not limited to:

- Service sheet – Supplied by the *Contractor*.
- Yearly chiller plant status report – Supplied by the *Contractor*.

5.2.3 The *Contractor* is to ensure that the latest versions of the required application software and suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

## 5.3 Safety Risk Management

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

- A valid letter of good standing with the insurance body.
- Roles and responsibilities of legal appointees.
- Safety Officer Role and Responsibility.
- Safety, Health & Environmental Policies.
- Overview of *Contractor's* SHE system.
- Overview of RA process and examples.
- List job categories for the project and competencies required per category and plan to address and meet outstanding competencies.
- Six months' synopsis of SHE incidents, description, type, and action is taken.
- Overview of the selection process of sub-*Contractors*.

- SHE challenges envisaged for the project and how they will be addressed and overcome.
- Procedures concerning Hazard Identification and Risk Assessment (HIRA).
- Emergency Preparedness and Response procedures.
- Sub-Contractor Alignment procedures.
- Construction Safety Work Method Statement.
- Details concerning the management of Personal Protective Equipment (PPE).

5.3.2 The awarded *Contractor* shall complete a project-specific Health and Safety file based on Transnet Health and Safety specification requirements. It shall be issued to the *Employer* for review and approval prior to work starting on Site, and only once approved will access to the Site be allowed.

5.3.3 All persons, including sub-Contractors working on the Site, must undergo an induction stating the detailed requirements for entering the Port of Richards Bay and working on the Site. This will include using PPE and other requirements that may be imposed. The *Employer* will communicate the required induction date and time prior to site access.

## 5.4 Environmental Constraints and Management

5.4.1 The work will be executed in the Port of Richards Bay with the following environmental conditions:

- The altitude is 0 to 1800m above sea level.
- Ambient air temperature Max 45 deg. C; Min. -5 deg. C.
- Humidity is as high as 96%.
- Lightning conditions Severe, with 12 flashes/km<sup>2</sup>/annum.
- In addition, the atmosphere will be of a highly saline and dust-laden nature.

5.4.2 The *Contractor* performs the *Works* and all activities within the Site and Working Areas with due regard to the environment and environmental management practices as described in the SHE Specification, including the Health and Safety Specification Guideline.

5.4.3 The *Contractor* shall separate hazardous and non-hazardous waste and, where practical, waste for recycling prior to disposing thereof.

5.4.4 The *Contractor* also undertakes to eliminate the amount of waste generated and released into the atmosphere, whether hazardous or non-hazardous, to eliminate the environmental impact.

5.4.5 The *Contractor* undertakes to dispose of all waste generated, albeit hazardous or non-hazardous waste, in a responsible manner and submit proof of all disposal documents to the *Service Manager*.



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5.4.6 The *Contractor* shall ensure that their management, *Supervisors*, the general workforce, and all suppliers and visitors to the Site have attended the Induction Programme arranged by the *Service Manager* prior to commencing any work on Site. Suppose new personnel commences work on the Site during construction. In that case, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

## 5.5 Quality assurance requirements

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

The submission shall contain but not be limited to the following:

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

5.5.2 The *Contractor* shall have, maintain, and demonstrate its use to the *Service Manager* or the *Supervisor* (to satisfy the requirements of paragraphs 3.2.1, 3.2.8, 7.4, and 7.5 as appropriate) the documented Quality Management System to be used in the performance of the *Works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Service Manager*).

5.5.3 The *Contractor* submits their Quality Management System documents to the *Service Manager* as part of their programme to include details of:

- Quality Plan for the contract.
- Quality Policy.
- Index of Procedures to be used.
- A schedule of internal and external audits during the contract.



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- 5.5.4 The *Contractor* develops and maintains a comprehensive register of documents generated throughout the contract, including all quality-related documents as part of its Quality Plan.
- 5.5.5 The *Service Manager* indicates those documents required to be submitted for either information, review, or acceptance, and the *Contractor* indicates such requirements within their register of documents. The register shall indicate the dates of issue of the documents with the *Service Manager* responding to documents submitted by the *Contractor* for review or acceptance within the period for reply prior to such documents being used by the *Contractor*.
- 5.5.6 The Quality Plan is the *Contractor's* statement, which outlines the strategy, methodology, resources allocation, QA, and Quality Control co-ordination activities to ensure that the *Works* meet the standards stated in the *Service Information*.

## 5.6 Programming constraints

- 5.6.1 The *Contractor* shows on their Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating a sequence of operations.
- 5.6.2 Minor revisions to the accepted programme may be introduced occasionally by mutual agreement between the *Contractor* and the *Service Manager*. Should any major revision be required in the programme, this can only be implemented through written instruction by the *Service Manager* to the *Contractor*. Subsequently, a revised programme must be submitted within two weeks of receipt of such an instruction.
- 5.6.3 It should be noted that it is in the *Contractor's* interest to provide a comprehensive programme giving as much information as possible about the times allowed for the various activities and resources or other limitations affecting the programme. The accepted programme may be used to evaluate any claims regarding the general conditions of the contract for extensions of time.
- 5.6.4 Acceptance of the programme merely constitutes an acknowledgment by the *Service Manager* that the Accepted Programme represents a contractually compliant, realistic, and achievable depiction of the *Contractor's* intended sequence and timing of execution of the *Works*.
- 5.6.5 Acceptance of the programme does not relieve the *Contractor* of their duties in terms of the contract obligations.
- 5.6.6 Acceptance does not turn the *Contractor's* programme into a contract document or mandate that the *Works* should be constructed as exactly as set out in the Accepted Programme.
- 5.6.7 The *Contractor* uses Primavera version 8.1 for their programme submissions or a similar programme software package equivalent to Primavera version 8.1 subject to the *Service Manager's* prior written notification and acceptance.
- 5.6.8 The *Contractor* shows on their Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating a sequence of operations.

5.6.9 The *Contractor's* programme shows the duration of operations in working days or by cross-reference elsewhere in C3.1 *Employer's Service Information* to normal hours of working days and what a normal working week is.

5.6.10 The *Contractor's* programme shows the following levels:

- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from start to completion. Individual operations will be assigned a code. The *Service Manager* notifies any subsequent layouts and corresponding filters on revised programmes.

## 5.7 Insurance provided by the *Employer*

5.7.1 The *Employer* will provide no insurance as contained in the Contract Data – Part 1. The *Contractor* is required to provide All-Risk Insurance, which must be included in the tendered rates.

## 5.8 Records of Defined Costs, payments & assessments of compensation events kept by the *Contractor*

5.8.1 The *Contractor* keeps the following records available for the *Service Manager* to inspect:

- Services completed in an acceptable service sheet format.

## 5.9 The *Contractor's* Invoices

5.9.1 When the *Service Manager* certifies payment following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

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

5.9.3 The invoice states the following:

- Invoice addressed to Transnet SOC Ltd,
- Transnet SOC Limited's VAT No: 4720103177,
- Invoice number,
- The *Contractor's* VAT Number, and
- The contract number.

5.9.4 The invoice is presented either by post or by hand delivery.

5.9.5 Invoices submitted by post are addressed to:

**Transnet SOC Ltd, Port of Richards Bay**

**Bayvue Centre, Ventura Road**

**P O Box 181**

**Richards Bay****3900**Attention to **Deon Reddy, Electrical Maintenance Manager.**

Invoices submitted by hand are presented to:

**Transnet SOC Ltd, Port of Richards Bay****Bayvue Centre, Ventura Road****Richards Bay****3900**Attention to **Deon Reddy, Electrical Maintenance Manager.****Note:** The invoice is presented as an original.**5.10 People**5.10.1 The *Contractor* performs the works having due regard and in compliance with the following Act/s:

- Basic Conditions of Employment Act.
- Labour Relations Act.
- Employee Equity Act.
- Workman's Compensation Act.
- Compensation of Occupational Injuries and Diseases Act.

5.10.2 Where under the CEMP as described under paragraph 6.4 of the *Service Information*, the *Contractor* is required to remove an animal, reptile, or bird from the Site or Working Areas. The *Contractor* engages a *Sub-Contractor* who is a specialist qualified to remove such animal, reptile, or bird (to include the removal of rare, endemic, or endangered species).5.10.3 The *Contractor* complies with the following PIRPMP:**5.10.3.1 Contractor Liability:****5.10.3.1.1** The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts, or any labour disputes by or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages.**5.10.3.1.2** The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.**5.10.3.1.3** The *Contractor* shall notify Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises. Whether owned or rented, shall notify Transnet of all matters associated with such action that may affect Transnet.



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**5.10.3.1.4** The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act, which deal with industrial action processes and the risks of non-compliance.

**5.10.3.1.5** The *Contractor* is required to develop a Contingency Strike Handling Plan, which the *Contractor* must update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the plan. The *Contractor* is responsible for communicating with its employees' on-site plan details.

## 5.11 Industrial Action by *Contractor* Employees

5.11.1 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that could potentially be interrupted by industrial action in delivering the Service.

5.11.2 The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the *Contractor's* employees.

5.11.3 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged:

- a) To prepare and deliver an Industrial Action Report to Transnet within two (2) hours of the commencement of industrial action. If the industrial action persists, the *Contractor* is required to deliver the report at 08h30 each day.
- b) The Industrial Action Report must provide at least the following information:

5.11.3.b.1 Industrial incident report.

5.11.3.b.2 Attendance register.

5.11.3.b.3 Productivity/progress to schedule reports.

5.11.3.b.4 Operational contingency plan.

5.11.3.b.5 Site security report.

5.11.3.b.6 Industrial action intelligence gathered.

- c) The final Industrial Action Report is to be delivered 24 hours after the finalization of the industrial action.
- d) The *Contractor's* management is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues, and the impact on delivery under the contract.

5.11.4 The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

5.11.5 Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the *Contractor* delivering its services to Transnet. Should the *Contractor* and its employees not, for any reason, be capable of delivering its services, Transnet is entitled to restrict or deny access to its premises unless otherwise authorized; such person will be deemed trespassing.

## 5.12 Plant and Materials

5.12.1 The *Contractor* provides the following spares and consumables to the *Employer*:

- a) The *Contractor* shall provide spare parts for the repair of each unit. The *Contractor* is to ensure that the supply of replacement parts is confirmed as equivalent and shall be approved by a TNPA representative. The *Contractor* shall have sufficient spare parts for delivery and installation/repairs for all AC installations. Maintenance under this contract shall provide constant, high-quality service to protect all Equipment from deterioration properly and to provide constant peak performance of all AC installations, resulting in a minimum of downtime to the system.
- b) A list of attainable replacement parts by part number shall be furnished when the *Service Manager* requests, and the *Contractor* will be responsible for maintaining an up-to-date inventory. The parts shall be kept in stock; if not, the *Contractor* must source the required spare and be available within 24 hours. The *Contractor* will provide all the critical spares for using this Bayvue Centre air-conditioning system.
- c) **Annexure A** below depicts the parts envisaged using the Bayvue Centre air-conditioning system. Still, it does not limit the *Contractor* to providing a comprehensive list of spare inventories throughout the contract. The applicable spares list shall be provided monthly to determine the stock levels.

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## ANNEXURE A: EQUIPMENT REGISTER

Item	Location	Equipment	Qty
1	Plant room	Carrier Chillers	2
2	Plant room	BAC Cooling Towers	2
3	Plant room	Fresh Air Handling Unit	1
4	Plant room	Condenser Water Pumps	2
5	Plant room	Chilled Water Pumps	2
6	Plant room	Ventilation Fan	1
7	Plant room	Main Electrical Panel	1
8	Plant room	VSD / Soft Starters	7
9	Plant room	Water Treatment	1
10	Offices	Ch.w Fan Coil Units	58

## ANNEXURE B: MAINTENANCE CHECKS

### B.1. CHILLERS

ITEM NO.	DESCRIPTION OF WORKS & CHECKS	COMPLETE	REMARKS
1	Chiller Run Hours		
2	Circuit.1 Discharge Pressure		
3	Circuit.1 Suction Pressure		
4	Circuit.2 Discharge Pressure		
5	Circuit.2 Suction Pressure		
6	Circuit.1 Condenser Temp Entering		
7	Circuit.1 Condenser Temp Leaving		
8	Circuit.2 Condenser Temp Entering		
9	Circuit.2 Condenser Temp Leaving		
10	Chilled Water Temp Entering		
11	Chilled Water Temp Leaving		
12	Set Point		
13	Circuit.1 Liquid Line Drier) T		
14	Circuit.2 Liquid Line Drier) T		
15	Circuit.1 Comp.1 Amps		
16	Circuit.1 Comp.2 Amps		
17	Circuit.2 Comp.1 Amps		
18	Circuit.2 Comp.2 Amps		
19	Circuit.1 Comp.1 Oil Level		
20	Circuit.1 Comp.2 Oil Level		
21	Circuit.2 Comp.1 Oil Level		
22	Circuit.2 Comp.2 Oil Level		
<b>NOTES</b>			

## ANNEXURE B: MAINTENANCE CHECKS

### B.2. COOLING TOWERS

ITEM NO.	DESCRIPTION OF WORKS & CHECKS	COMPLETE	REMARKS
1	Check frames/panels for corrosion and comment		
2	Check structure/mountings		
3	Check water level		
4	Check for water leaks		
5	Check ball operation		
6	Drain and clean the sump/strainer		
7	Check water treatment system operation		
8	Check chemical levels		
9	Water sample test		
10	Check spray nozzles, branch grommets, wet deck, and eliminators and comment		
11	Clean Equipment		
12	Check/service water flow meter		
	<b><u>Cooling Tower Fan Motor</u></b>		
13	Visual inspection for vibration		
14	Check bearings		
15	Grease/oil bearings		
16	Check all mountings on the fan and motor		
17	Clean fan blades and check the condition		
18	Check V-belts and condition of pulleys		
19	Check the electrical connection and tighten		
20	Measure and record running amps		
21	Clean Equipment		
22	Air temp ON/OFF		
<b>NOTES</b>			









## ANNEXURE B: MAINTENANCE CHECKS

### B.7. COIL UNITS

ITEM NO.	DESCRIPTION OF WORKS & CHECKS	COMPLETE	REMARKS
1	Check and clean filters, and replace them if necessary		
2	Check and clean evaporator/chilled water coils		
3	Check and clean fan blades		
4	Check drain/clear if necessary		
5	Check casings for corrosion		
6	Check the cooling		
7	Clean using detergents		
8	De-rust and paint if necessary		
9	Check bearing/bushes		
10	Lubricate all bearings if possible		
11	Check wire and connection, tighten if necessary		
12	Check for vibration and noise		
13	Measure and record running amps (Total Floor Amps)		
<b>NOTES</b>			

## ANNEXURE B: MAINTENANCE CHECKS

### B.8. CONTROL SYSTEM

ITEM NO.	DESCRIPTION OF WORKS & CHECKS	COMPLETE	REMARKS
1	Service must only be carried out by authorized factory-trained Trend Technician		
2	Clean controller enclosure		
3	Check all electrical connections are tight		
4	Check supply voltage is correct		
5	Check network comms operational		
6	Check universal input selection as per the wiring diagram		
7	Check module addressing uniformly increases in numbering		
8	Check strategy operation and sequencing		
9	Check sensor calibration		
10	Check actuator response time		
11	Check inter-controller comms		
12	Check LAN address and labeling		
13	Check fan speed operation		
14	Check actuator operation		
15	Check the CNC link to the Site		
16	Check graphic pages and dynamic objects		
17	Check alarm groups and filters		
18	Check alarm re-transmissions		
19	Check Web server operation		
<b>NOTES</b>			

## ANNEXURE B: MAINTENANCE CHECKS

### B.9. FANS

ITEM NO.	DESCRIPTION OF WORKS & CHECKS	COMPLETE	REMARKS
1	Check cable glands for tightness		
2	Check that cable armouring is secure in a gland		
3	Check that the rotor terminal cover is secure		
4	Blow out the starter panel		
5	Check terminals for tightness		
6	Operate or check overloads where possible		
7	Check that overloads are set correctly		
8	Check and polish or renew starter contacts		
9	Check bearings while running and report the condition		
10	Examine flange mounting bolts and tighten them if necessary		
<b>NOTES</b>			

## ANNEXURE B: MAINTENANCE CHECKS

### B.10. WATER-COOLED PACKAGE UNIT MAKE AND MODEL: TECO

#### LP 20

<b>WATER COOLED PACKAGE UNIT Make and model: TECO LP 20</b>	<b>Y/N</b>
Wash Return Air Filters	Yes
Listen for and Report Unusual Noise and Vibration	Yes
Inspect for Water Leaks	Yes
Test All Operations of the Unit	Yes
Test Refrigeration Safety Devices and Report Any Defects	Yes
Test Condenser Water Flow Switch	Yes
Inspect for Refrigerant / Compressor Oil Leaks	Yes
Clean All Electrical Components, Including the Electrical Supply Panel	Yes
Check Condensate Drains for Free Flow and Flush If Blocked	Yes
Check Supply Air Fan Pulleys and Adjust Drive Belt/S If Required	Yes
Visually Inspect All Interior Components, Including the Supply Air Fan Blades	Yes
Record - Condenser Water Supply and Return Temperature	Yes
Record - Condenser Water Supply and Return Pressure	Yes
Record- Supply Air Temperature at Full Load	Yes
Check Refrigerant Pressures (High and Low Pressure)	Yes
Operate Condenser Water Isolating Valves	Yes
Inspect All Electrical Components and Connections for Integrity	Yes
Visually Inspect Supply and Return Air Ducting in the Plant Room (Annually)	N/A
Rust Treat (If Required) Cabinet and Other Steel Components (Annually)	N/A
Open and Clean Condenser Tubes (Annually)	N/A
<b>NOTES</b>	



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## **ANNEXURE C: SAFETY HEALTH AND ENVIRONMENTAL SPECIFICATION**



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## 1. PURPOSE

This specification identifies and encompasses the working behaviours and safe work practices expected of all *Contractors*, consultants, and Suppliers engaged in Transnet-managed projects as required by Construction Regulation of 2014, regulation 5(1)(b).

All *Contractors* and service providers must carefully note these requirements and ensure adequate provisions to ensure compliance.

This Specification has been compiled to cover a wide range of construction/ work activities. It should serve as a guideline for *Contractors* to develop site-specific Health and Safety plans for *Contractors'* projects. To determine which requirements are applicable, the *Contractor* must conduct a health and safety risk assessment specific to the project and specific to the *Contractor's* scope of work. The *Contractor's* Health and Safety Management Plan must address all applicable requirements.

## 2. ABBREVIATIONS

SHE – Safety, Health, and Environment

CR – Construction Regulations

DMR – Driven Machinery Regulations

GMR - General Machinery Regulations

EIR – Electrical Installation Regulations

EPC - Engineering Procurement and Construction

EPCM - Engineering Procurement and Construction Management

HIRA - Hazard Identification and Risk Assessment

IMS - Integrated Management System

MS - Management System

OHS Act - Occupational Health and Safety Act

PPE – Personal Protective Equipment

SOC - Safety Observation and Conversation

VFL - Visible Felt Leadership

OHS - Occupational Health and Safety

SACPCMP - The South African Council for Project and Construction Management Professions, here referred to as they register of Health and Safety Professionals



### 3. DEFINITIONS

#### **Acceptable Risk**

A risk that has been reduced to a level that can be tolerated having regard for the applicable legal requirements and the Health and Safety Policy adopted for the project.

#### **ALARP (As Low as Reasonably Practicable)**

The concept of weighing a risk against the sacrifice needed to implement the measures necessary to avoid the risk. Concerning health and safety, it is assumed that the measures should be implemented unless it can be shown that the sacrifice is grossly disproportionate to the benefit.

#### **Applicant (Permit to Work)**

A person requesting permission to perform work for which a Permit to Work is required. Applicants must be authorised (in writing) to receive (or accept) Permits to Work and must be competent to do so by virtue of their training, experience, and knowledge of the area or plant where the work is to be performed.

#### **Authorised Person (Permit to Work)**

A person (typically a Project employee or an employee of the client) who has been authorised (in writing) by the nominated project management representative to issue Permits to Work within the scope of his designation. A person may only be appointed to issue Permits to Work if he has undergone training and has been assessed and found competent in systems, plant, and equipment operation within the scope of his designation.

#### **Consequence**

The outcome of an event is expressed qualitatively or quantitatively.

#### **Contractor**

An employer (organisation) or someone who performs ANY work and has entered into a legally binding business agreement contract to supply a product or provide services to Transnet. This applies to the Suppliers, Vendors, and Consultants, Service providers or *Contractors* performing construction work.

**NB!** A *Contractor* is an employer in their own right.

#### **Competent Person:**

Is a person who has, in respect of the work or task to be performed, the required knowledge, training, experience, and as per the OHS Act, CR 2014.

#### **Construction Supervisor:**

A competent person is responsible for supervising construction activities on a construction site.



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## **DSTI**

It is a pre-start discussion amongst the members of a work team, led by the appointed supervisor, aimed at anticipating hazards and potential risks associated with the activities planned for the day or shift and ensuring that the necessary control measures are in place to prevent incidents.

## **First-Aid Injury (FA)**

A first-aid injury is any one-time treatment and follow-up visit to observe minor scratches, cuts, burns, splinters, and the like that do not normally require medical care. Such treatment is first aid, even if administered or supervised by a medical practitioner.

First aid includes any hands-on treatment given by a first aider. (E.g., Band-Aid, washing, cleansing, pain, relief). The following procedures are generally considered first aid treatment:

- Application of Antiseptics.
- Application of Butterfly adhesive dressing or sterile strips for cuts and lacerations.
- Administration of tetanus shot(s) or booster(s). However, these shots are often given in conjunction with more serious injuries. Consequently, injuries requiring these shots may be recordable for other reasons.
- Application of bandages during any visit to medical personnel.
- Application of ointments to abrasions to prevent drying or cracking.
- Inhalation of toxic or corrosive gas, limited to removing the employee to fresh air or the one-time administration of oxygen for several minutes.
- Negative X-Ray diagnosis.
- Removal of foreign bodies not embedded in the eye if only irrigation is required.
- Remove foreign bodies from a wound if the procedure is uncomplicated, for example, by tweezers or other simple techniques.
- Treatment for first-degree burns.
- Use of non-prescription medications and administration of a single dose of prescription medication on the first visit for any minor injury or discomfort.

## **Hazard**

It is a source of potential harm in human injury, ill health, or a combination.

## **Hierarchy of Controls**

A sequence of control measures, arranged in order of decreasing effectiveness, used to eliminate or minimise exposure to workplace health and safety hazards:



- 
- Elimination – Completely removing a hazard or risk scenario from the workplace.
  - Substitution – Replacing an activity, process, or substance with a less hazardous alternative.
  - Isolation (Engineering) Controls – Isolating a hazard from persons through mechanical aids, barriers, machine guarding, interlocks, extraction, ventilation, or insulation.
  - Administrative Controls – Establishing appropriate policies, procedures, and work practices to reduce the exposure of persons to a hazard. This may include the provision of specific training and supervision.
  - Personal Protective Equipment – Providing suitable and properly maintained PPE to cover and protect persons from a hazard (i.e., Prevent contact with the hazard).

### **Incident**

An event (or a continuous or repetitive series of events) that results or has the potential to negatively impact people (employees, *Contractors*, and visitors), the environment, operational integrity, assets, community, process, product, legal liability, and reputation.

### **Near Miss**

An incident that occurred did not result in any injuries, illnesses, environmental or property damage but could potentially cause an injury, illness, environmental or property damage.

### **Likelihood**

It describes probability or frequency concerning the chance that an event will occur.

### **Risk**

It is a combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of an injury or ill health that the event or exposure can cause.

### **Risk Assessment**

A process of evaluating the risk arising from a hazard, considering the adequacy of any existing control measures, and deciding on whether the risk is acceptable.

### **Risk Management**

The systematic application of management policies, processes, and procedures to identify hazards, analyze and evaluate the associated risks, determine whether the risks are acceptable, and control and monitor the risks on an ongoing basis.

### **Lost Time Injury (LTI)**

Any occurrence that resulted in a permanent disability or time lost from work of one day/shift or more.



Suppose an employee is injured and cannot return to work on the next shift (will ordinarily miss one whole shift). The department brings the employee in to only receive treatment by the Supervisor/ Return to Work Coordinator in that shift. In that case, this is still considered an LTI.

Lost Time Injury Frequency Rate (LTIFR) - Number of LTIs multiplied by 1 million or 200,000 divided by labour hours worked.

### **Organogram**

An organizational chart that shows the structure of an organization.

### **Light Vehicle**

A vehicle that:

- Can be licensed and registered for use on a public road.
- Has four or more wheels and seats a maximum of 12 adults (including the driver).
- Requires the driver to hold only a standard civil driving licence; and
- Does not exceed 4.5 tonnes gross vehicle mass (GVM), which is the maximum loaded mass of the motor vehicle as specified by:
  - The vehicle's manufacturer; or
  - An approved and accredited automotive engineer if the vehicle has been modified to the extent that the manufacturer's specification is no longer appropriate.

E.g., Light vehicles include passenger cars, four-wheel drive vehicles, sports utility vehicles (SUVs), pick-ups, minibuses, and light trucks.

Any vehicle falling outside of this definition must be considered mobile equipment.

### **Visible Felt Leadership (VFL)**

It is an approach to leadership emphasizing the importance of engagement, personal connection, and purposeful action to enhance productivity and increase efficiency in achieving organizational and team goals.

### **Medical Treatment Injury (MTI)**

A work injury requiring treatment by a Medical Practitioner is beyond the scope of normal first aid, including initial treatment for more serious injuries. The procedure is to be invasive (e.g., Stitches, removal of foreign body).

The following procedures are generally considered medical treatment:

- Application of sutures (stitches).
- Cutting away dead skin (surgical debridement).



- 
- Loss of consciousness due to an injury or exposure in the work environment.
  - Positive X-Ray diagnosis (fractures, broken bones, etc.).
  - Removal of foreign bodies embedded in the eye.
  - Removal of foreign bodies from the wound by a physician due to the depth of embedment, size, or shape of an object or the location wound.
  - Reaction to a preventative shot administered because of an occupational injury.
  - Sprains and strains - series (more than one) of hot and cold soaks, use of whirlpools, diathermy treatment, or other professional treatment.
  - Treatment of infection.
  - Treatment for second- or third-degree burns
  - Use prescription medications (except a single dose administered on the first visit for minor injury or discomfort).

#### 4. SHE MANAGEMENT PLAN

The *Contractor* must prepare, implement, and maintain a project-specific SHE Management Plan. The plan must be based on the requirements set out in this specification and all applicable legislation. It must cover all activities that will be carried out on the project site(s), from mobilisation and set-up to rehabilitation and decommissioning.

The plan must demonstrate the *Contractor's* commitment to HEALTH AND SAFETY and must, as a minimum, include the following:

- A copy of the *Contractor's* Health and Safety Policy.
- Procedures concerning HIRA, including Task-Based Risk Assessments.
- Arrangements concerning the identification of applicable Legal and Other Requirements, measures to ensure compliance with these requirements, and ensure that this information is accessible to relevant personnel.
- Details concerning Health and Safety Objectives – a process must be established to set objectives (and develop associated action plans) to drive continual improvement.
- Details concerning Resources, Accountabilities, and Responsibilities include assigning specific health and safety responsibilities to individuals per legal or project requirements, including the appointment of a Project Manager, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders.



- 
- Details concerning Competence, Training, and Awareness – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training.
  - Communication, Participation, and Consultation arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards.
  - Documentation and Document Control – project-specific documentation required for effective health and safety management on the project must be developed and maintained, and processes must be in place to control these documents.
  - Processes and procedures for maintaining Operational Control, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment, and light vehicles, lifting operations, hazardous chemical substances, etc.
  - Emergency Preparedness and Response procedures.
  - Management of Change – a process must be in place to ensure that health and safety risks are considered before changes are implemented.
  - Sub-Contractor Alignment procedures must be in place to assess sub-Contractors and suppliers about health and safety requirements and performance (before any contract or purchase order is awarded).
  - Measuring and Monitoring plans, including a plan for measuring and monitoring employee exposure to hazardous substances or agents (e.g., Noise, dust, etc.) To determine the effectiveness of control measures.
  - Incident Reporting and Investigation procedures describing the incident reporting, recording, investigation, and analysis protocols.
  - Non-conformance and Action Management procedures concerning the management of corrective actions.
  - Performance Assessment and Auditing procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
  - Details concerning the Management Review process followed to assess the effectiveness of health and safety management efforts.



## 5. HEALTH AND SAFETY POLICY

The *Contractor* must develop, display, and communicate a Health and Safety Policy that clearly states the *Contractor's* values and objectives for effective health and safety management as required by the OHS Act of 1993, Section 7(3). The *Contractor's* management representatives must endorse these values and objectives and must be consistent with those adopted for the project.

The policy must be signed, dated, and reflect the next review date/intervals.

The policy must commit to the following:

- Compliance with all applicable legal requirements.
- The effective management of health and safety risks.
- Establish measurable objectives for improving performance and providing the necessary resources to meet these objectives.
- The prevention of incidents; and
- Achieving continual improvement in health and safety performance.

All employees of the *Contractor* as well as the employees of any sub-*Contractors* that the *Contractor* may appoint, must be made aware of the policy. This must be done through Health and Safety Induction Training and Toolbox Talks. The Health and Safety Policy must always be kept in the safety file and available on request.

## 6. HIRA

Detailed hazard identification and risk assessment processes must be followed for all work and associated equipment and facilities as required by the CR of 2014, regulation 9(1) – (7).

The *Contractor* must ensure that effective procedures and risk assessment systems are in place to control hazards and mitigate risks to ALARP levels.

The risk assessment processes must be applied to:

- The full life cycle of the project.
- Routine and non-routine activities.
- Planned or unplanned changes.
- All employees, sub-*Contractors*, suppliers, and visitors; and
- All infrastructure, equipment, and materials.

The risk assessment processes and methodologies must be appropriate for the nature and scale of the risks and must be implemented by competent persons.



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The process of analysing and managing risk must include the following:

- Establishing the context of the risk assessment.
- Identifying hazards and determining possible risk scenarios (unwanted events).
- Evaluating risks and assigning ratings (classification).
- Recording the risk analysis in a risk register.
- Managing risks according to their classification (prioritising for action).
- Identifying and implementing control measures (applying the Hierarchy of Controls) ensures that risks are managed to ALARP levels.
- Developing action plans for reducing risk levels (where possible).
- Verifying the completion of actions.
- Re-evaluating the risks and classifications as appropriate; and
- Reviewing and updating the risk register.

## 6.1. TASK-BASED RISK ASSESSMENTS

The *Contractor* must carry out detailed project-specific Task-Based Risk Assessments, which must be reviewed and approved by the Risk Department and Contract Manager prior to the commencement of any work.

A competent person appointed in writing must facilitate the risk assessment process regarding CR 9 sub-regulation (1). The *Contractor's* site management representatives, supervisory personnel, technical experts (as required), and workforce personnel directly involved with the examined task must participate in the risk assessment process. An attendance register must be completed and retained.

**NB!** Under no circumstances may a *Contractor* Health and Safety Officer perform a risk assessment in isolation. The active participation of all persons referred to above is mandatory.

### **A Task-Based Risk Assessment must at least:**

- Be accompanied by a Work Method Statement (describing in sufficient detail how the specific job or task will be performed logically and sequentially).
- Provide a breakdown of the job or task into specific steps.
- Identify the hazards and potential risk scenarios associated with each step.
- Include consideration of possible exposure to noise, heat, dust, fumes, vapours, gases, chemicals, radiation, vibration, ergonomic stressors, or any other occupational health hazard or stressor.



- Describe the control measures that will be implemented to ensure that the risks are managed to levels that are ALARP; and
- Assign an initial risk rating (without control measures) and a residual risk rating (considering the identified control measures) to each risk scenario.

A Task-Based Risk Assessment must be reviewed and, if necessary, updated:

- On an annual basis (as a minimum).
- When changes are made to the associated Work Method Statement; and
- Following an incident.

## 7. LEGAL REQUIREMENTS

The *Contractor* must comply with the requirements of all applicable legislation and Transnet and project-specific standards and procedures as amended from time to time.

The *Contractor* must compile and maintain a register of all legal and other requirements applicable to the work carried out and services provided. This register must be updated regularly to ensure that it remains relevant.

Applicable laws and standards must be appropriately communicated to all *Contractor* employees (as well as any sub-*Contractors* that the *Contractor* may appoint) through training, Toolbox Talks, and DSTI.

## 8. LEGAL APPOINTMENTS AND RESPONSIBILITIES

The *Contractor* must adequately allocate resources, responsibility, and accountability to ensure the effective implementation, maintenance, and continual improvement of the *Contractor's* Health and Safety management system on the projects as required by CR of 2014, regulation 7(2)(c).

A description detailing responsibilities must be documented for each role that carries health and safety responsibilities (including legislative requirements).

All appointments must be made in writing, and documented proof of each appointment (i.e., a signed appointment letter) must be retained.

The *Contractor* should not discharge any legal responsibilities to employees not legally appointed.

The *Contractor* must comply with the requirements of all applicable legislation concerning health and safety-related appointments and delegations for the project.

An Organogram specific to the project must be documented and maintained. All roles that carry SHE responsibilities must be included, and all individuals that carry health and safety appointments must be



identified. A list of all employees who will be part of the project must also be sent. This list shall include the employee's name, gender, position, and contact details.

The provision of dedicated professionals on the project must be appropriate for the nature and scale of the work to be carried out.

The *Contractor* is solely responsible for carrying out the work under the contract whilst having the highest regard for the health and safety of all persons on the project site(s).

Health and safety is the responsibility of everyone on the project site(s), but it is the responsibility of the *Contractor's* management team who must set the tone.

Visible commitment is essential to providing and maintaining a safe workplace. The *Contractor's* managers and supervisors at all levels must demonstrate their commitment and support by adopting a risk management approach to all health and safety issues. These individuals must consistently take immediate and firm action to address violations of health and safety rules and must actively participate in day to day activities with the objective of preventing harm.

**The *Contractor's* management representatives are responsible and accountable for health and safety performance on the project. Key responsibilities include the following:**

- Preparing, implementing, and maintaining a risk-based Health and Safety Management Plan specific to the work that will be carried out.
- Establishing, implementing, and maintaining health and safety programmes and procedures to ensure that all work is carried out in compliance with the requirements of this specification, the contract, and all applicable legislation.
- Establishing, implementing, and maintaining effective HIRA processes and procedures to ensure that all reasonably foreseeable hazards are controlled to minimise risk.
- Providing the resources necessary to meet the requirements of this specification
- Ensuring that all *Contractor* employees have clearly defined responsibilities about health and safety, and that these responsibilities are clearly communicated and understood.
- Establishing, implementing, and maintaining a system for ongoing training and assessment of skills and competence.
- Establishing, implementing, and maintaining procedures to ensure that only qualified and competent personnel are permitted to work on the project site(s).
- Establishing, implementing, and maintaining effective communication and consultative processes concerning health and safety for the duration of the contract.
- Maintaining operational control for the protection of all persons on the project site(s) as well as the public.



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- Establishing, implementing, and maintaining effective emergency preparedness and response procedures.
  - Establishing, implementing, and maintaining effective management of change processes and procedures.
  - Establishing, implementing, and maintaining effective incident reporting and investigation processes and procedures.
  - Establishing, implementing, and maintaining effective auditing and inspection processes and procedures.
  - Formally reviewing the *Contractor's* Health and Safety Management System to ensure that the system continues to be effective in managing health and safety performance and meeting project requirements.

**NB!** All costs associated with meeting these responsibilities shall be borne by the *Contractor*.

Any cost associated with any work stoppage due to non-compliance with a health and safety requirement shall be for the *Contractor's* account.

## 8.1. **CONTRACTOR CONSTRUCTION MANAGER**

The *Contractor* must appoint a competent Construction Manager who shall be responsible for the successful and safe completion of all work to be carried out by the *Contractor* as required by the CR of 2014, regulation 8(1).

The Construction Manager shall be responsible for:

- Ensuring that a Health and Safety Policy that clearly states the *Contractor's* values and objectives for the effective management of health and safety on the project is in place and is communicated to all *Contractor* and sub-*Contractor* employees.
- Ensuring that all applicable legal and project health and safety requirements are always identified and complied with.
- Ensuring that effective HIRA processes are established and implemented for all work to be carried out by the *Contractor*.
- Participating in (and approving) all Task-Based Risk Assessments conducted for the work to be carried out by the *Contractor*.
- Driving the achievement of agreed health and safety objectives.
- Ensuring that the necessary resources are made available for the effective implementation of the *Contractor's* Health and Safety Management Plan.
- Ensuring that all work is adequately and competently supervised.



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- Ensuring that all *Contractor* employees have clearly defined responsibilities about health and safety (assigned in writing), and that these responsibilities are clearly communicated and understood.
  - Ensuring as far as is reasonably practicable that the *Contractor* employee is competent to perform his role and has received appropriate workplace health and safety training and instruction.
  - Establishing and maintaining effective communication and consultative processes to ensure that all *Contractor* employees are kept up to date about health and safety information (e.g., Incidents and lessons learnt, leading practices, hazards, risks, and control measures, etc.) And that feedback is provided promptly regarding issues and / or concerns raised.
  - Participating in the project's VFL programme.
  - Chairing monthly *Contractor* Health and Safety Meetings and attending monthly Site Health and Safety Meetings.
  - Implementing programmes that encourage continual improvement and providing recognition for suggestions made by *Contractor* employees.
  - Implementing the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures.
  - Acting consistently and strictly against any *Contractor* employee who transgresses a health and safety rule or requirement.
  - Ensuring that an effective management of change process is in place.
  - Implementing, testing, and maintaining an effective Emergency Response Plan.
  - Ensuring that workplace exposure to hazardous substances or agents is measured and monitored to determine the effectiveness of controls and compliance with legal (and project) requirements.
  - Ensuring that all incidents are reported without delay and are investigated thoroughly.
  - Participating in incident investigations.
  - Ensuring that accurate health and safety statistics are maintained, and that health and safety performance reports are compiled as required.
  - Providing the necessary resources for regular health and safety audits and inspections to be conducted and supporting the auditing process.
  - Participating in health and safety audits and carrying out workplace inspections.
  - Ensuring that corrective actions (arising from incident investigations, audits, inspections, etc.) are implemented, and that adequate resources are provided for this purpose, and
  - Participating in the review of the *Contractor's* Health and Safety Management System.



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## 8.2. **CONTRACTOR HEALTH AND SAFETY OFFICER**

The *Contractor* must appoint a full-time Health and Safety Officer for the duration of the contract who is preferably registered with the SACPCMP. The project site, must at least appoint one full-time Health and Safety Officer depending on the scope, complexity, budget, and high-risk activities involved, as required by the CR of 2014, regulation 7(2)(c).

The Health and Safety Officer must be on site when work commences at the start of the day and must remain on site until all activities for that day have been completed. A Health and Safety Officer must be present during all shifts, so if work is carried out over more than one shift per day, the *Contractor* must make provision for an additional Health and Safety Officer.

### **The *Contractor* Health and Safety Officer shall be responsible for the following:**

- Reviewing all applicable legal and project health and safety requirements and providing guidance to the *Contractor's* Project Manager, to ensure compliance.
- Assisting with the implementation of effective HIRA management processes for all work to be carried out by the *Contractor*.
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the *Contractor* and ensuring that identified control measures are implemented.
- Conducting *Contractor* Health and Safety induction training for all *Contractor* and personnel.
- Compiling and maintaining all health and safety related documents and records required of the *Contractor*.
- Communicating relevant health and safety information to *Contractor* personnel (e.g. Incidents and lessons learnt, leading practices, hazards, risks, and control measures, etc.).
- Carrying out Safety Observations and Coaching (one per day).
- Evaluating (daily) the content of the DSTI's conducted by the *Contractor's* appointed supervisors and attending at least one DSTI each day.
- Attending monthly *Contractor* and Site Health and Safety Meetings.
- Assisting with the implementation of the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures.
- Carrying out Planned Task Observations on an ad hoc basis.
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all *Contractor* and sub-*Contractor* activities.
- Responding to workplace incidents (as appropriate).
- Participating in incident investigations.



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- Maintaining accurate health and safety statistics, and compiling health and safety performance reports as required.
  - Auditing the health and safety management system and workplace activities of the *Contractor* monthly to assess compliance with the project health and safety requirements; and
  - Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).

**The *Contractor* must ensure that that each Health and Safety Officer is adequately equipped to perform their duties, and provided with the following:**

- A computer with access to all necessary systems, including access to e-mail and the internet.
- A mobile telephone on contract or with adequate pre-paid airtime; and
- A vehicle where required or instructed by a nominated project management representative (depending on the size and location of the project site(s)).

**The *Contractor* Health and Safety Officer must have the following minimum qualifications, training, and experience:**

- At least 2 years' experience as a Health and Safety Officer on construction projects.
- In possession of a National Diploma in Safety Management (Desirable), SAMTRAC, NEBOSH or any equivalent training course with accredited health and safety service provider as a minimum qualification.
- Experience and appropriate training with regards to implementing and maintaining a health and safety management system compliant with national legislation or an international standard.
- Experience and appropriate training with regards to construction related HIRA management processes.
- Competence, experience, and relevant training with regards to incident investigation procedures and causation analysis.
- Health and safety auditing experience and training.
- A valid First Aid certificate of competency (Advantage).
- Fire prevention and protection training; and
- A valid driving licence (light motor vehicle).
- Registered as a Health and Safety Officer or Health and Safety Manager with SACPCMP depending on the size of the project and on the risk (Desirable).



**NB!!** Before placing a Health and Safety Officer on the project site(s), the *Contractor* must forward a copy of the person's CV to the nominated project management representative or to the Programme Health and Safety manager for review and acceptance. A proposed candidate may be rejected should he not meet the experience and / or qualification requirements, or due to poor work performance on previous projects.

### 8.3. **CONTRACTOR SUPERVISORS**

The *Contractor* must ensure that all project works are always supervised by an adequate number of qualified, competent, and appointed supervisors who have experience in the type of work being carried out as required by CR of 2014, 8(7). No work may be carried out without an appointed supervisor being physically present in the work area.

#### **Each Supervisor shall be responsible for the following:**

- Ensuring that all work carried out under his supervision is done so in accordance with the requirements of all applicable legislation, rules, standards, specifications, plans and procedures.
- Participating in Task-Based Risk Assessments.
- Ensuring that all employees under his supervision are made aware of the hazards, risk scenarios and control measures identified in relevant risk assessments.
- Ensuring that the control measures stipulated in all relevant risk assessments are in place and are implemented fully for all work carried out under his supervision.
- Ensuring that all employees under his supervision conduct pre-task hazard assessments when necessary.
- Driving the achievement of health and safety objectives set for his team.
- Ensuring that the necessary written appointments are in place for each employee under his supervision (e.g., First aider, mobile crane operator, etc.).
- Ensuring that all employees under his supervision attend all required training.
- Ensuring that no employee carries out any work that he is not competent to perform or has not been appointed to perform.
- Identifying training needs within his team.
- Carrying out Safety Observations and Coaching (one per day).
- Conducting a weekly Toolbox Talk with his team.
- Leading a Daily Safe Task Instruction discussion with his team.
- Attending Health and Safety Meetings as required.



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- Maintaining a Health and Safety Management Information Notice Board in the work area for which he is responsible.
  - Recording, daily, a description of the day's activities as well as a breakdown (by occupation) of the personnel on site under his supervision (e.g., 5 bricklayers, 2 carpenters, 3 welders, 22 general workers, and 1 supervisor).
  - Ensuring that all Safe Work Procedures applicable to the work carried out under his supervision are adhered to and are fully implemented.
  - Maintaining discipline and taking the necessary action whenever an employee under his supervision does not adhere to a rule or requirement.
  - Carrying out Planned Task Observations (one per day).
  - Ensuring that emergency response procedures are understood by all employees under his supervision and that these procedures are followed in the event of an emergency.
  - Reporting all incidents immediately, participating in incident investigations, communicating the lessons learned to all employees under his supervision, and implementing corrective actions where required; and
  - Carrying out workplace health and safety inspections.

**NB!!** Each supervisor must accept these responsibilities in writing as part of his appointment. Each supervisor must be equipped with a mobile telephone to ensure that effective communication can be maintained for the duration of the contract.

#### **8.4. HEALTH AND SAFETY REPRESENTATIVES**

The employees on site must have a health and safety representative deployed on the project site(s), and a Health and Safety Representative must be elected and appointed. Taking into consideration the number of employees deployed, the geographical area in which the work is taking place, the different work disciplines, and the shift pattern (if applicable), the *Contractor* must ensure that an adequate number of Health and Safety Representatives (at a minimum ratio of one Health and Safety Representative per 20 employees) are elected and appointed to effectively represent all site personnel as required by the OHS Act 85 of 1993, section 17 - 18.

Each Health and Safety Representative must attend an accredited training course for health and safety representatives (Advantage). The cost of this training shall be for the *Contractor's* account.

The *Contractor* must make the necessary allowances for the Health and Safety Representatives to carry out their duties as specified in the applicable legislation.

The *Contractor* must ensure that an appropriate sticker is affixed to the safety helmet of each Health and Safety Representative for identification purposes.



## 8.5. FIRST AIDERS

If ten (10) or more employees are deployed on the project site(s), at least one trained and competent First Aider must be in place and must be appointed. Taking into consideration the number of employees deployed, the geographical area in which the work is taking place, the different work disciplines, and the shift pattern (if applicable), the *Contractor* must ensure that the first aid box is always kept on-site at all times, with a first aid register kept updated at all times.

The First Aid training must be done through an accredited training institution. The cost of this training shall be for the *Contractor's* account.

The *Contractor* must ensure that an appropriate sticker is affixed to the safety helmet of each First Aider for identification purposes.

## 8.6. DUTIES OF CLIENT

**As the requirements of CR of 2014, Regulation 5(1)-(8), a client must:**

- Prepare a suitable, sufficiently documented, coherent site-specific health and safety specification for the intended construction.
- Include the health and safety specification in the tender documents.
- Ensure that potential principal *Contractors* submitting tenders have made adequate provision for the cost of health and safety measures.
- Ensure that the principal *Contractor* to be appointed has the necessary competencies and resources to carry out the construction work safely.
- Ensure before any work commences on a site that the *Contractor* is registered and in good standing with the compensation fund or a licensed compensation insurer as contemplated in the compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).
- Appoint the *Contractor* in writing for the project or part thereof on the construction site.
- Discuss and negotiate with the *Contractor* the contents of the principal *Contractor's* health and safety plan contemplated in CR regulation 7(1) and must, after that, finally approve that implementation plan.
- Ensure that a copy of the principal *Contractor's* health and safety plan is available on request to an employee or inspector.
- Take reasonable steps to ensure that each *Contractor's* health and safety plan contemplated in CR Regulation 7(1)(a) is implemented and maintained.
- Ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the *Contractor*, but at least once every 30 days.



- Ensure that a copy of the health and safety audit report contemplated in paragraph (o) is provided to the principal *Contractor* within seven days after the audit.
- Stop any *Contractor* from executing a construction activity that poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specifications and the principal *Contractor's* health and safety plan for the site.
- Ensure that the health and safety file contemplated in CR regulation 7(1) (b) is kept and maintained by the Principal *Contractor*.

Where a fatality or permanently disabling injury occurs on a construction site, the client must ensure that the *Contractor* provides the provincial director with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, 2013, and that the report includes the measures that the *Contractor* intends to implement to ensure a safe construction site as far as is reasonably practicable.

## 8.7. DUTIES OF *CONTRACTOR*

**As per the CR of 2014, regulation 7(1) – (8) a *Contractor* must:**

- Provide and demonstrate to the client a suitable, sufficiently documented, and coherent site-specific health and safety plan based on the client's documented health and safety specifications contemplated in CR 5(1)(b), which plan must be applied from the date of commencement of and for the duration of the construction work and which must be reviewed and updated by the *Contractor* as work progresses.
- Open and keep a health and safety file on site, which must include all documentation required in terms of the Act and these Regulations, which must be made available on request to an inspector, the client, and the client's agent.
- Ensure that a copy of their health and safety plan is available on request to an inspector, the client, and the client's agent.
- Hand over a consolidated health and safety file to the client upon completion of the construction work.
- In addition to the documentation required in the health and safety file in terms of paragraph (c)(v) and CR 7 sub-regulation (2)(b), include and make available a comprehensive and updated list of all the sub-*Contractors* on site accountable to the principal *Contractor*, the agreements between the parties and the type of work being principal *Contractor*, the agreements between the parties and the type of work being done (*If applicable*); and
- Ensure that all their employees have a valid medical certificate of fitness specific to the Construction work to be performed and issued by an occupational health practitioner.



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## 8.8. MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

The *Contractor* must, in writing, appoint one full-time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance. In the absence of the construction manager, the *Contractor* must appoint an alternate.

The *Contractor* must, upon having considered the size of the project, in writing appoint one or more assistant construction managers for different sections thereof: Provided that the designation of any such person does not relieve the construction manager of any personal accountability for failing in their management duties in terms of this regulation.

Where the construction manager has not appointed assistant construction managers as in the opinion of an inspector, a sufficient number of such assistant construction managers have not been appointed, that inspector must direct the construction manager in writing to appoint the number of assistant construction managers indicated by the inspector,

No construction manager appointed may manage any construction work on or in any construction site other than the site in which they have been appointed.

A *Contractor* must, after consultation with the client and having considered the size of the project, the degree of danger likely to be encountered, or the accumulation of hazards or risks on the site, appoint a full-time or part-time construction health and safety officer in writing to assist in the control of all health and safety related aspects on the site: Provided that, where the question arises as to whether a construction health and safety officer is necessary, the decision of an inspector is decisive.

No *Contractor* may appoint a construction health and safety officer to assist in the control of health and safety-related aspects on the site unless they are reasonably satisfied that the construction health and safety officer that they intend to appoint is registered with a statutory body approved by the Chief Inspector and has necessary competencies and resources to assist the *Contractor*.

A construction manager must, in writing, appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

Upon considering the project's size, a *Contractor* must, in writing, appoint one or more competent employees for different sections to assist the construction supervisor. Every such employee has, to the extent clearly defined by the *Contractor* in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in their supervisory duties in terms of this regulation.

No construction supervisor appointed may supervise any construction work on or in any construction site other than the site in respect of which they have been appointed: Provided that if a sufficient



number of competent employees have been appropriately designated on all the relevant construction sites, the appointed construction supervisor may supervise more than one site.

## 8.9. OPERATIONAL, LEGAL APPOINTMENT LETTERS

The *Contractor* must ensure other legal appointment letters are compiled and submitted with the *Contractor* compliance plan. Below are some appointments required as per the legislation. The appointment letters vary based on the project:

- OHSA Sec 16(2)
- Sec 17,18,19 SHE Representative
- GSR 3(4) First Aider
- GAR 9(2) Incident investigator
- GMR 2(1) Supervisor of machinery
- GMR 2(7) Assistant Supervisor of machinery
- CR 4(1)(c) Principal *Contractor*
- CR 8(1) Construction Manager
- CR 8(2) Assistant Construction Manager
- CR 8(7) Construction Supervisor
- CR 8(8) Assistant Supervisor of construction work
- CR 8(5) Construction Health and Safety Officer
- CR 9(1) Construction Risk Assessor
- CR 10(1)(a), (b) Fall protection plan Developer
- CR 10(2)(d) Inspector of fall arrest system
- CR 14(2) Scaffolding Supervisor
- DMR 17(2),18 Inspector of lifting machinery
- CR17(8) Material hoist Inspector
- CR 19(2)(g)(i) Explosive powered tool issuer
- CR 23(1)(k) Construction vehicle and mobile plant Inspector
- CR 24(d) Temporary Electrical Installation Controller
- CR 24(e) Temporary Electrical Installation Inspector
- CR 28(a) Stacking and storage Supervisor
- CR 29(h) Fire extinguisher inspector
- EMR 8(8) Appointment for electrical installation in hazardous location- Master Electrician (Inspector)
- EIR 9 Installation Electrician appointment



## 9. COMPETENCE, TRAINING, AND AWARENESS

Each *Contractor* employee must be suitably trained and competent and understand the health and safety hazards, risks, and control measures associated with his work as required by the OHS Act 85 of 1993 (14).

**Please Note: Only certified copies of certificates, licenses, etc., will be accepted.**

## 10. INDUCTION TRAINING

Each *Contractor* employee must attend the mandatory Induction Training applicable to the project, which the client will carry out (Transnet National Ports Authority\_ Port of Richards Bay). No employee will be permitted to enter any project work site until he has attended this training. Each employee must carry proof that he has completed the induction training and may be removed from a site if such proof cannot be produced on request, as required by the CR of 2014, regulation 7(5).

## 11. COMMUNICATION, PARTICIPATION, AND CONSULTATION

The *Contractor* must establish and maintain effective communication and consultative processes (allowing for a two-way dialogue) for the duration of the project to ensure that:

- All personnel are updated regarding health and safety matters (e.g., Hazards and risks, incidents and lessons learned, leading practices, performance against objectives, etc.).
- General health and safety awareness levels are kept high.
- Prompt feedback is given to personnel concerning health and safety issues or concerns that they raise; and
- Relevant, often critical, health and safety-related information (e.g., Instructions, reporting of hazardous conditions or situations, etc.) is effectively disseminated.

This must be achieved as follows:

### 11.1. TOOLBOX TALKS

The *Contractor* must prepare a Toolbox Talk daily and must share it with all personnel for which the *Contractor* is responsible. Toolbox Talks must address health and safety issues that are relevant to the work performed on the project site(s) and must include information and/or knowledge sharing, lessons learned from incidents that have occurred, information concerning specific hazards and/or risks and control measures to prevent injury, etc.

Attendance records must be kept and maintained in the *Contractor's* health and safety file.



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## 11.2. **CONTRACTOR COMPLIANCE FILE REQUIREMENTS**

The *Contractor* must compile and maintain a file containing all necessary compliance-related documentation. The client should always provide a construction work permit and be kept on site. The file's contents will be audited by the client's health and safety representative.

Required documentation includes, but is not limited to, the following:

- Letter of Good Standing from the Department of Labour.
- Proof of Public Liability Insurance.
- Scope of Work under the contract.
- List of Contacts and their Telephone Numbers.
- Health and Safety Policy.
- SHE Management Plan.
- Legal Register.
- Organisational Chart for the project.
- Appointment Letters (appointment of the contracting company and appointments for all persons with health and safety-related responsibilities).
- Notifying the relevant authorities that construction work is in progress (*if applicable*).
- Task-Based Risk Assessments.
- Health and Safety Objectives and associated Improvement Action Plans.
- Safe Work Procedures, Work Instructions, and Work Method Statements.
- Planned Task Observations.
- Fall Protection Plan (for work at height).
- A dossier (Equipment Profile) for each fuel-driven vehicle or machine.
- Inspection Registers, Forms, and Checklists (e.g., portable electrical tools, ladders, safety harnesses, light vehicles, mobile equipment, lifting equipment and lifting tackle, first aid boxes, fire extinguishers, etc.)
- PPE Issue Registers.
- Material Safety Data Sheets.
- Emergency Response Procedures.
- Incident Records.



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- A dossier (Employee Profile) for each employee containing:
  - A copy of the employee's Identity Document or Passport.
  - Certificate of Fitness (Pre-Employment Medical Examination).
  - Proof of Induction Training.
  - Other Training Records.
  - Copies of Qualification Certificates and/or Certificates of Competency; and
  - Copies of Licences.
  - Meeting Minutes.
  - HEALTH AND SAFETY Performance Reports.
  - Copies of Inspection and Audit Reports; and
  - Daily Safe Task Instructions (DSTIs) and Toolbox Talks.

## 12. SITE ACCESS CONTROL

The *Contractor* must comply with all access control, procedures, and systems applicable to the project site.

Failure to comply with these requirements will be considered a serious safety breach. It may permanently remove the individual(s) / contracting company from the site or suspend them without payment.

Access will be controlled as follows:

- The access will be strictly controlled and managed
- Contract period access – an access card valid for the full contract period will be issued to an individual once the following requirements have been met:
  - Completion of a pre-employment medical examination.
  - Completion of all required project induction training.
  - Completion of special training/licensing if applicable (e.g., Driving/operating Licence); and
  - Provision of proof of job / trade-specific qualifications, licences, training.

**NB!** No access card will be issued unless proof of identification is provided (i.e., an identity document or a valid passport). For foreign labour, an access card will only be issued if a valid work visa is produced.



### 13. ALCOHOL, DRUGS, AND OTHER INTOXICATING SUBSTANCES

The *Contractor* must ensure that all personnel under his authority do not at any time enter the site or perform any work while under the influence of alcohol, a drug, or any other intoxicating substance.

A drugs and alcohol testing program will be implemented. Persons entering the site will be randomly tested. Any person who tests positive for alcohol or drug consumption will be subject to disciplinary action and shall be permanently removed from the site.

#### 13.1. FIREARMS, AMMUNITION, AND OFFENSIVE WEAPONS

Firearms, ammunition, and offensive weapons of any kind are strictly prohibited. No person may enter /shall not be permitted to enter the site carrying any such item.

#### 13.2. VEHICLES

Each vehicle to be used on-site must be inspected and approved by the nominated project management representative before a site access permit will be issued for the vehicle.

No vehicle shall be permitted to enter the site unless it is duly authorised. Access permits are vehicle-specific and may not be transferred between vehicles.

The *Contractor* must allow any vehicle brought onto the site (including privately owned vehicles) to be searched at any time while on or when entering or leaving the premises.

The *Contractor* is solely responsible for the safety and security of all vehicles (including private vehicles) he brings onto the site.

All road-going vehicles used by the *Contractor* on the site must be roadworthy and registered with the relevant traffic authority.

##### **Access will be denied if:**

- A serious oil or fuel leak is evident; the vehicle has a defective exhaust system.
- The vehicle has unsafe bodywork or is carrying an unsafe load.
- The vehicle is fitted with extraneous or non-standard equipment.
- Passengers are not seated properly.
- The vehicle is not fitted with a seat belt for each occupant; or
- The vehicle has any obvious mechanical defect.
- Pre-inspection requirements are not met.

Overloaded vehicles will not be permitted to enter the site.

The driver must always carry a copy of his appointment with him. **Each driver must:**



- Comply with all site/project rules and regulations pertaining to traffic and the safe operation of vehicles.
- Obey all road signs.
- Obey all instructions given by security or emergency services personnel.
- Remain within the boundaries of the site; and
- Ensure that the vehicle he is operating is never overloaded and loads are always properly secured.

## 14. WORKING AT HEIGHTS

All applicable legislation concerning work performed from an elevated position must always be complied with. Fall prevention or fall protection measures must be in place whenever the potential exists for a person to fall 2 metres or more.

### **No work may commence unless:**

- A fall protection plan is in place (prepared by a competent person, approved by the nominated project management representative, and implemented by the *Contractor*).
- A detailed task-specific risk assessment has been carried out.
- A safe work procedure is in place for the task to be performed.
- A permit to work has been obtained; and
- Each person has been provided with suitable fall protection equipment.

### 14.1. LADDERS

All ladders used on site must be of sound construction and adequate strength.

Only non-conductive ladders made of wood or fibreglass may be used for electrical work or work performed near energised electrical equipment. Metal ladders and ladders with metal reinforcing may not be used.

The use of makeshift ladders is forbidden.

All ladders must be numbered, listed in a register, and inspected by a competent person monthly (the results of each inspection must be recorded in the register). Before using a ladder, the user must inspect it for damage.

Ladders with missing, broken, cracked, or loose rungs, split stiles, missing or broken spreaders (stepladders), or any other form of damage or defect may not be used.

A damaged ladder must be removed from service (and tagged "Out of Service") without delay and must then either be repaired (if possible) or destroyed to prevent further use.



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Persons must receive instruction in the correct use and proper care of ladders.

Ladders may only be used as a means of access and egress. The use of ladders as working platforms is prohibited, except for inspection and carrying out minor tasks (i.e., light work and short duration) such as changing a light bulb.

Ladders may not be positioned horizontally and used as walkways, runways, or scaffolding.

All portable ladders must be fitted with non-skid safety feet (or some other means to prevent the base of the ladder from slipping), and the feet must always be placed (stand) on a firm level surface.

The use of bricks, stones, wood, or any other material to level the stiles of a ladder is prohibited.

Ladders may not be placed on movable bases such as boxes, tables, trucks, etc.

The base or foot of a ladder must always be secured to prevent it from slipping. An assistant must hold the ladder if the base cannot be secured in any other way (e.g., tied off).

A straight ladder must extend at least one metre above its support (or above the working platform that it is providing access to). The top of the ladder must be tied off (or otherwise secured to its support) to prevent accidental movement.

A straight ladder must be placed at a safe angle, i.e., tilted at a ratio of approximately 4:1, meaning that the base of the ladder must be one metre away from the wall (or another vertical surface) for every four metres of height to the point of support.

A stepladder may never be used as a straight ladder. A stepladder must be opened fully, and the spreaders must be locked securely.

When using an extension ladder, at least four rungs must always overlap at the centre of the ladder.

Ladders may not be joined unless specifically designed and manufactured for that purpose.

A suspended ladder (i.e., not standing on a base) must be attached securely to prevent undue swinging or swaying and ensure it cannot be displaced.

A ladder may not be placed against a window, glass, or any other material which is unlikely to withstand the force exerted on it by the top of the ladder.

A ladder may not be placed in front of a door or window that opens towards the ladder unless the door or window has been locked or barricaded.

When a ladder is used near an entrance or exit, the ladder's base must be barricaded.

Materials and/or equipment may not be placed near the base or landing of any ladder.

When ascending or descending a ladder, a person must always face the ladder and use both hands (i.e., maintain three points of contact).



Nothing may be carried up or down a ladder if it prevents the person from holding on to it with both hands. Tools must always be properly secured. This can be achieved by attaching them to the wrist using lanyards or placing them in a tool belt around the waist. Tools and materials may also be carried in a bag over the shoulder or hoisted to the landing using a tool bag and rope.

Only one person at a time may use (i.e., be positioned on) a ladder.

No person may stand or step above the third rung from the top of a straight ladder or above the second-highest step of a stepladder.

Overreaching from a ladder is prohibited. If the target is not within comfortable reach, the person must climb down and reposition the ladder.

No person may run up or down a ladder or jump from the lower rungs or steps to the ground.

All ladders must be properly maintained and cared for.

Ladders must be stored under cover and should be hung in a horizontal position from several brackets.

No ladder may be left lying on the ground or exposed to the weather. A ladder on the ground presents a tripping hazard and may be damaged by vehicles running over it.

No ladder may be left in such a position where it may fall over, be accidentally knocked over, or be blown over by the wind.

Ladders may not be painted, as the paint may conceal damage, defects, labels, or other markings.

Instead of paint, clear varnish or wood oil may be used to preserve wooden ladders.

Ladders must be kept clean, as dirt may conceal damage or defects. Oil or grease accumulation on the rungs of a ladder may cause a person to slip.

Before using a ladder, each person must remove mud, oil, grease, etc., from their boots.

## **15. ELECTRICAL SAFETY**

All electrical work must be carried out by competent personnel in accordance with all legal requirements, codes, design criteria, and safety standards applicable to the project.

Each *Contractor* carrying out electrical work on the project site must develop, document, and implement Safe Work Procedures aligned with this standard's requirements.

All persons carrying out electrical work must be certified against the requirements of the job and equipment-specific electrical competency standards for the project, which must address job and equipment-specific Safe Work Procedures.

Each person potentially exposed to electrical hazards must receive electrical hazard training at the commencement of their employment on-site and after that annually. The training must address the



equipment and conditions specific to the area where the individual will be working. The training material must be documented, and training records must be kept.

### 15.1. PORTABLE ELECTRICAL EQUIPMENT

Prior to the commencement of works, the *Contractor* must provide a complete inventory of all portable electrical equipment he intends to use on the site (appliances, generators, hand tools, lighting, extension cords, etc.). The nameplate data for each item of equipment must be included.

All portable electrical equipment to be used on the site must be supplied and maintained in a serviceable condition. Any electrical equipment in poor condition or in proper operating order may not be used. Electrical repair work or diagnostic work on electrical equipment may only be performed by competent personnel authorized to perform this work (i.e., qualified electricians).

No person may handle electrical equipment, equipment, or extension cords with wet hands or if the floor or ground surface is wet.

Fire extinguishers filled with carbon dioxide must be used to fight electrical equipment fires (water may never be used). The electrical equipment should be de-energised, if possible, before fire-fighting activities commence (refer to the Fire Protection and Prevention Standard).

When cleaning or performing maintenance work on electrical equipment, the equipment must be unplugged.

## 16. PPE

All applicable legislation concerning PPE must always be complied with.

As a minimum, the following PPE must always be worn by all persons (including visitors) while on a project site:

- Safety footwear with steel toe protection.
- Safety glasses (individuals wearing prescription spectacles must be provided with either over-spec or prescription safety glasses).
- Safety helmet (hard hat); and
- High visibility protective clothing with reflective taping (long trousers and long-sleeved shirts with collars and cuffs).
- Additional PPE requirements must be determined through HIRA assessment. This hazard-specific PPE (such as hand protection, hearing protection, and respiratory protection) must be worn as required (e.g., when in a certain area, when performing a certain task, or when working with a certain substance).
- The correct PPE must always be worn:



- In accordance with site requirements (as indicated at the entrances to a project site and at the entrances to buildings and/or designated areas on the premises).
- In zoned areas (e.g., noise zones and respirator zones).

Each *Contractor* must provide each employee with all required PPE at no cost to the employee. The specific PPE provided to a particular employee must be based on the nature of that employee's work and the location in which the work is performed (i.e., it must be based on the hazards to which the employee is exposed). PPE requirements for a particular job or for a particular area must be determined through a risk assessment for that job or area.

Any employee who does not have all the PPE required to perform his duties safely will not be permitted to work. Each employee must care for their PPE, maintain it in good condition, and inspect it daily. If an item of PPE has worn out, has become damaged, or is found to be defective, it must be replaced by the *Contractor*. PPE must be stored in accordance with the manufacturer's requirements and/or recommendations.

Each employee must receive training in the use, maintenance, and limitations of the PPE that is provided to him and must be made aware of why the PPE is necessary as well as the consequences of not wearing it as instructed (i.e., the potential for injury and/or disciplinary action). Training records must be retained. Any person who refuses to wear PPE as required must be removed from the site.

### 16.1. CLOTHING

All employees working on a project site must wear high-visibility protective clothing with reflective taping. Trousers must be long, and shirts must be long-sleeved. Shirts must be buttoned at the neck and wrists.

Protective clothing must preferably be made of natural fibres.

Short pants, short-sleeved shirts, sleeveless shirts, and vests are prohibited as outer garments (except for a high visibility vest worn over a long-sleeved shirt).

### 16.2. HOUSEKEEPING

The *Contractor* must maintain all work areas tidy and free of debris and rubbish. Unless directed otherwise, the *Contractor* must dispose of all debris, rubbish, spoil, and hazardous waste off-site in a designated and authorised area or facility. The *Contractor* must familiarise health and safety with the waste management plan for the site, including collection and disposal arrangements, and must align his waste management activities accordingly.



### 16.3. WASTE MANAGEMENT

Waste may not be disposed of unless that waste is authorised by law. The *Contractor* must therefore ensure that all generated waste is handled, stored, transported, and disposed of in accordance with the requirements of the applicable legislation/local authority.

### 17. INCIDENT REPORTING AND INVESTIGATION

The *Contractor* must establish a procedure for managing all health and safety incidents. This procedure must define the responsibilities, methodologies, and processes that must be followed for:

- Reporting an incident.
- Investigating an incident.
- Analysing an incident to determine the root cause.
- Identifying and implementing corrective actions to prevent a recurrence; and
- Communicating information concerning an incident to relevant persons and/or groups.

An incident must be reported on the same workday or shift on which it occurs, and preliminary details must be recorded.

The Contract Manager must ensure that an investigation is completed for each incident and that appropriately senior personnel participate in and authorise the outcomes of each investigation. Incident investigations must be facilitated by competent and experienced persons trained in the appropriate methodology.

**As a minimum, each incident report must include the following:**

- The date, time, and location of the incident.
- A detailed description of the incident, including photographs.
- The names of any injured persons.
- Injury details (if applicable).
- A summary of the first aid and/or medical treatment provided (if applicable).
- The status of any injured persons.
- The root causes of the incident; and
- Detailed corrective actions, including responsible persons and target dates for implementation.

TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2024/02/0023/57824/RFQ

DESCRIPTION OF THE WORKS: REQUEST FOR SERVICES FOR THE MAINTENANCE AND REPAIRS OF THE BAYVUE CENTRE AIR-CONDITIONING SYSTEM FOR TRANSNET NATIONAL PORTS AUTHORITY- PORT OF RICHARDS BAY FOR A PERIOD OF 36 MONTHS

## **PART C4: SCOPE OF WORKS**

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## **PART C4: SITE INFORMATION**

Core clause 11.2 (16) states.

"Site Information is information which:

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

In Contract Data, reference has been made to this Part C4 of the contract for the location of Site Information.

### **1. Description of the Site and Its Surroundings**

#### **1.1. General Description**

- 1.1.1 The area where the work is to be constructed is at Bayvue Area in the Port of Richards Bay. Access to the Port of Richards Bay and the work site is at the East security entrance and Bayvue security entrance, respectively. Access must be subject to the Transnet National Ports Authority security requirements and regulations, which state that "access should be obtained for all the *Contractor's* personnel at Permit Office located at Sizakala Truck Staging Facility."
- 1.1.2 There is a permit card access system to enter the Port Area. The Port Staff must arrange the required access permits and issue them to the *Contractor* free of charge. Should any person lose their access permit, these must be replaced at the cost of R360.00 per person, which the *Contractor* will be incurred of. This must also apply if permits are not returned at the end of the project completion.
- 1.1.3 Normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Safety, Health, Environmental, and Quality policy. No person(s) may enter the Site and undertake work until undergoing the mandatory induction. The Port personnel must arrange the induction at no cost to the *Contractor*. Prior arrangements must be made with the *Project Manager*.

#### **1.2. Existing Plant Room and Machinery on the Site**

- 1.2.1 The details of the facilities are indicated on the site layout in **Figure 1** below:

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**Figure 1:** Site Layout