

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

APPOINTMENT OF A CONTRACTOR FOR HAUL ROAD REPAIRS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 WEEKS

RFP NUMBER : **TNPA/2022/10/1252/14603/RFP**

ISSUE DATE : **20 OCTOBER 2022**

COMPULSORY CLARIFICATION

MEETING : **28 OCTOBER 2022**

CLOSING DATE : **21 NOVEMBER 2022**

CLOSING TIME : **16:00**

TENDER VALIDITY PERIOD : **12 weeks from closing date**

Contents

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The Tender

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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].

DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR HAUL ROAD REPAIRS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 WEEKS
TENDER DOWNLOADING	<p>The RFP may also be downloaded from the Transnet website at www.transnet.net and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.</p> <p>AND/ OR</p> <p>This RFP may be downloaded from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>FREE OF CHARGE</p>

COMMUNICATION	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted in the Port of Saldanha, Bayvue Centre, Marine Drive, at the Salamander Boardroom on the 28 October 2022, at 10:00 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>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16:00 on 21 November 2022</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

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- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-17], [**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

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

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

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise:
	Part T: The Tender
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
	Part C: The contract
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing Instructions: Option A C2.2 Price List
Part C3: Scope of work	C3.1 Scope of work

	Part C4: Site Information	C4.1 Site Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Malebo Nooi
	Address:	Bayvue Centre Marine Drive Saldanha 7395
	Tel No.	022 703 5419/022 703 5420
	E – mail	Malebo.Nooi@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:	
	<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><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
	2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:	
	<p>a) Tenderers having a minimum B-BBEE Status level 4 of contributor.</p>	
	<p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
	3. Stage Three - Eligibility in terms of the Construction Industry Development Board:	
	<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</p>	

25(7A) of the Construction Industry Development Regulations, designation of **7 CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) 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 one level below the required grading designation in the 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 **6 CE** 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 pre-qualifying criteria will be regarded as an unacceptable tender.

4. Stage Four Functionality:

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

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.

Any tenderer that fails to meet the stipulated minimum evaluation points will be regarded as an unacceptable tender.

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer package are as follows:

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
.....
.....

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- The Tender Number: TNPA/2022/10/1252/14603/RFP
 - The Tender Description: APPOINTMENT OF A CONTRACTOR FOR HAUL ROAD REPAIRS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 WEEKS
 - Documents must be marked for the attention of
Employer's Agent: Malebo Nooi

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

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

Time: **16:00** on the **21 NOVEMBER 2022**

Location: The Transnet e-Tender Submission Portal: www.transnet.net

NO LATE TENDERS WILL BE ACCEPTED

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

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more 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.

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

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

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

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

Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-04 Management & CV's of key personnel	The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:		
	<i>The tenderer shall demonstrate the following:</i>		
	The experience of Key personnel: The requirements for the different Key Personnel are listed below. If one person is performing the role of more than one Key personnel it should be clearly indicated.		
	Project Manager CV. Proof of Qualification required: Civil Engineering Diploma or equivalent or higher. <i>If no Proof of qualification(s) are submitted, a score of zero will be given for the Project Manager.</i>	8	24
	Site Supervisor CV. Proof of Qualification required: Not applicable.	8	
	Health and Safety Officer CV. Proof of Qualification: SAMTRAC. <i>If no Proof of qualification(s) are submitted, a score of zero will be given for the Health and Safety Representative.</i>	8	
Evaluation Schedule: T2.2-05 Project Organogram	Note to tenderers: Submit the following documents as a minimum with your tender document: A Project organisational chart needs to be provided that indicated the Key personnel, indicated under Evaluation Schedule - Management & CV's of Key personnel, with reporting lines and the amount of labourers and operators, with their designation on the project, indicated. Information should be provided in the form of an organisational chart or organogram. No other format will be accepted.		
	<i>The tenderer shall demonstrate the following:</i>		
	A project specific organisational chart needs to be provided	13	13

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
	<p>The Organogram should indicate the following, but not limited to:</p> <ol style="list-style-type: none"> 1. Key personnel. 2. Reporting lines. 3. Amount of labourers with work description. 4. Valid Certificate of competency: Milling machine. 5. Valid Certificate of competency: Spreader/ Paver. 6. Valid Certificate of competency: Compactor(s). 		
Evaluation Schedule: T2.2-06 Previous Experience	<p>Tenderers are required to demonstrate their experience in the delivery of projects of a similar nature in relation to the scope of work and to this end shall supply the following:</p> <p><i>The tenderer shall demonstrate the following:</i></p>		
	<p>1. A list of past or current projects of similar nature.</p> <p>Similar nature project are project where the scope included: Milling of road layers and laying of new BTB and/ or asphalt wearing course.</p>	8	20
	<p>2. Confirmation of Quality Service Rendered</p> <p>Reference letters should be supplied, for project listed as a similar previous project. The <u>quality of the work should be indicated</u> in the letter. The reference letter should be on a company letterhead and include the contact details of the person referring. The referring companies may be contacted to verify the work. The following can be verified as a minimum:</p> <ol style="list-style-type: none"> 1. Scope of Work. 2. Duration of Work. 3. Quality of Work. 	12	

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-07 Method Statement	The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project.		
	<i>The tenderer shall demonstrate the following:</i>		
	Method statement should address all the aspects of the execution in detail. The Method statement should include the following, but not limited to: <ol style="list-style-type: none"> 1. Milling of existing layer works. 2. Compaction of material. 3. Application of coat layers. 4. Lay and compaction of BTB and wearing course layers. 5. Sealing of joints. 6. Temporary work. 7. Disposing of material. 8. Traffic Management, including management plan and road signs. 	15	23
	Access to plant Indication shall be given whether the plant that will be used is owned or if it will be hired. Proof should be provided in the form of e.g., an asset register or letter stating the plant will be hired or self-owned. Plant refers to the following plant, but not limited to: <ol style="list-style-type: none"> 1. Milling machine. 2. Spreader. 3. Compactors. 4. Tipper trucks. 5. Troxler. 	4	
	Data sheets A Data sheet or mix design per material that will be used should be provided. The material should conform to the requirements stated in the Works Information. Data sheets and mix designs should be provided for the following material: <ol style="list-style-type: none"> 1. Prime coat – Data sheet. 2. Tack coat - Data sheet. 3. Bitumen Treated Base (BTB) – Mix design. 	4	

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
	4. Wearing course – Mix design. 5. Sealant – Data sheet.		
Evaluation Schedule: T2.2-08 Health and Safety Plan	The tenderer must submit the following documents as a minimum with the tender submission		
	<i>The tenderer shall demonstrate the following:</i>		
	Completion of the project specific Baseline Risk Assessment and shall, as a minimum, include: 1. Identification of risks/hazards. 2. Measures to mitigate, reduce or control the risks and hazards identified. 3. Roles & responsibilities for implementation of control. Each of the points listed above, that is completed for the risks on the Baseline Risk Assessment, will be counted and scored according to the matrix below. Activities and risks aren't limited to the items listed in the Baseline Risk Assessment. The Tenderer may add additional project specific risk and evaluate them according to the points listed above, for extra points	8	8
Evaluation Schedule: Programme T2.2-09	The Tenderer details the programme for evaluation. The Programme should include the overall duration of the project and the duration of the components listed below, but not limited to items listed.		
	<i>The tenderer shall demonstrate the following:</i>		
	Programme components 1. SHE File approval. 2. SHE Induction. 3. Site establishment. 4. Site de-establishment. 5. Execution of the work.	6	6
	Programme duration	6	6
Maximum Score			100

NB: The minimum threshold to be considered technical compliant is 60 points.

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

T2.2-04	Management & CV's of key personnel
T2.2-05	Project Organogram
T2.2-06	Previous Experience
T2.2-07	Method Statement
T2.2-08	Health and Safety Management
T2.2-09	Programme

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)). 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 6 and 7.

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the B-BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

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- 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;

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2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
 3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
 4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data and
 - f) is able, in the option of the employer to perform the contract free of conflicts of interest.
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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).

T2.1 LIST OF RETURNABLE DOCUMENTS

2.1.1 These schedules are required for 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 Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:**
 - a) A tenderer having a stipulated minimum B-BBEE status level 4 of contributor.
- T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule** - Eligibility in terms of the Construction Industry Development Board (CIDB)

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

- T2.2-04 **Evaluation Schedule:** Management & CV's of Key personnel
- T2.2-05 **Evaluation Schedule:** Project Organogram
- T2.2-06 **Evaluation Schedule:** Previous Experience
- T2.2-07 **Evaluation Schedule:** Method Statement
- T2.2-08 **Evaluation Schedule:** Health and Safety Management
- T2.2-09 **Evaluation Schedule:** Programme

2.1.3 Returnable Schedules:

General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-13 Schedule of proposed Subcontractors

2.1.4 Agreement and Commitment by Tenderer:

- T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFP Declaration Form
- T2.2-17 RFP – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 Supplier Code of Conduct
- T2.2-21 Agreement in terms of Protection of Personal Information Act (POPIA)

2.1.5 Bonds/Guarantees/Financial/Insurance:

- T2.2-22 Insurance provided by the Contractor
- T2.2-23 Three (3) years audited financial statements

2.1.6 Transnet Vendor Registration Form:

- T2.2-24 Supplier Declaration Form with Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions (Bill of Quantities)

2.5 C2.2 Bill of Quantities

T2.2-01: ELIGIBILITY CRITERIA SCHEDULE: CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING

This is to certify that

(Company
Name)

Represented

(Name and
Surname)

by:

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02 ELIGIBILITY CRITERIA: B-BBEE STATUS LEVEL: 4

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level.

It is a specific tendering condition that tenderers:

Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017: having a minimum B-BBEE Status **Level 4**.

Tenderers are required to submit the **valid B-BBEE certificates or Sworn Affidavits** with the Tender submission.

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

Tenderer to note that any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Employer's Agent* in terms of the Conditions of Contract. Please also read the applicable Z Clauses in the Contract Data by Employer.

Provide information of the sub-contractor below:

	Name of proposed Sub-contractors	Proposed sub-contractor: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-consulted in Rands (excl. 15% Vat)	Percentage (%) of the sub-contracted amount in terms of the tendered total of the prices.
1.						

	Name of proposed Sub-contractors	Proposed sub-contractor: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-consulted in Rands (excl. 15% Vat)	Percentage (%) of the sub-contracted amount in terms of the tendered total of the prices.
2						
3						
4						

The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-contractor (s) with this schedule:

- Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-contractor (s).

NOTE TO TENDERERS: FAILURE TO PROVIDE THE ABOVE DOCUMENTS WILL RESULT IN THE NOMINATED SUB-CONTRACTOR'S PERCENTAGE BEING DISCOUNTED TO ZERO.

Transnet reserves the right to request additional information of the nominated sub-contractors should it be deemed necessary to verify the compliance to the black ownership percentage or sub-contractor's entity size. These may include but not limited to;

- Agreement or Letter of Intent confirming the Sub-Contracting Agreement between the tenderer and proposed sub-contractor (s);
- Copies of the identity documents of the members of shareholders of the sub-contractor.
- Copies of the Audited Financial Statements or Income Statement of the sub-contractor.

T2.2-03: 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 **7 CE** or higher class of construction work, 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 one level below the required grading designation in the 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 **6 CE** 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 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.

T2.2-04: EVALUATION SCHEDULE - MANAGEMENT & CV'S OF KEY PERSONNEL

Note to tenderers:

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of Key personnel:

The requirements for the different Key Personnel are listed below.

- If one person is performing the role of more than one Key personnel it should be clearly indicated.
- Years of experience is counted in years and months.

1.1. Project Manager:

- CV.
- Proof of Qualification required: Civil Engineering Diploma or equivalent (e.g. Project Management) or higher.
- *If no Proof of qualification(s) are submitted, a score of zero will be given for the Project Manager.*

1.2. Site Supervisor

- CV.
- Proof of Qualification required: Not applicable.

1.3. Health and Safety Officer

- CV.
- Proof of Qualification: SAMTRAC Course.
- *If no Proof of qualification(s) are submitted, a score of zero will be given for the Health and Safety Representative.*

List of Key Personnel assigned to the above disciplines

No.	Key personnel	Name and Surname	CV attached (Yes/No)
1.1			
1.2			
1.3			

The scoring will be as follows:

Key Personnel: Project Manager – Proof of Qualification and CV (Experience irrespective of the project scope, but Project Manager specific experience)	
Points Allocated: 8	
Score 0	No information provided / No Proof of Qualification submitted
Score 20	Less than three (3) years' experience
Score 40	Three (3) or more years but less than five (5) years' experience and Proof of Qualification
Score 60	Five (5) or more years but less than six (6) years' experience and Proof of Qualification
Score 80	Six (6) or more years but less than seven (7) years' experience and Proof of Qualification
Score 100	Seven (7) or more years' experience and Proof of Qualification

Key Personnel: Site Supervisor - CV (Experience irrespective of the project scope, but Site Supervisor specific experience)	
Points Allocated: 8	
Score 0	No information provided
Score 20	Less than two (2) years' experience
Score 40	Two (2) or more years but less than four (4) years' experience
Score 60	Four (4) or more years but less than six (6) years' experience
Score 80	Six (6) or more years but less than eight (8) years' experience
Score 100	Eight (8) or more years' experience

Key Personnel: Health and Safety Officer - Proof of Qualification and CV (Experience irrespective of the project scope, but Health and Safety Officer specific experience)	
Points Allocated: 8	
Score 0	No information provided/ No Proof of Qualification submitted
Score 20	Less than two (2) years' experience
Score 40	Two (2) years or more but less than three (3) years' experience
Score 60	Three (3) years or more but less than four (4) years' experience
Score 80	Four (4) years or more but less than five (5) years' experience
Score 100	Five (5) or more years' experience

T2.2-05: EVALUATION SCHEDULE: PROJECT ORGANOGRAM

Note to tenderers:

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

A Project organisational chart needs to be provided that indicates the Key personnel, indicated under Evaluation Schedule - Management & CV's of Key personnel, with reporting lines and the amount of labourers and operators, with their designation on the project, indicated.

Information should be provided in the form of an organisational chart or organogram. No other format will be accepted.

1. A project specific organisational chart needs to be provided

The Organogram should indicate the following, but not limited to:

- Key personnel.
- Reporting lines.
- Number of laborers with specific descriptions of the work that they will do.
- Valid Certificate of competency: Milling machine.
- Valid Certificate of competency: Spreader/ Paver.
- Valid Certificate of competency: Compactor(s).

The scoring will be as follows:

Project Organogram/ Organisational chart	
Points Allocated: 13	
Score 0	No organogram submitted.
Score 20	Organogram submitted; Tenderer has addressed two (2) or less of the six requirements.
Score 40	Organogram submitted; Tenderer has addressed three (3) of the six (6) requirements.
Score 60	Organogram submitted; Tenderer has addressed four (4) of the six (6) requirements, of which must include the three (3) valid certificates of competency.
Score 80	Organogram submitted; Tenderer has addressed five (5) of the six (6) requirements, of which must include the three (3) valid certificates of competency.
Score 100	Organogram submitted; Tenderer has addressed six (6) of the six (6) requirements, of which must include the three (3) valid certificates of competency.

T2.2-06: EVALUATION SCHEDULE: PREVIOUS EXPERIENCE

Note to tenderers:

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

1. A list of past or current projects of similar nature.

Similar nature project is project where the scope included: Milling of road layers and laying of new BTB and/ or asphalt wearing course.

2. Confirmation of Quality Service Rendered

Reference letters should be supplied, for project listed as a similar previous project. The reference letter should comply to the following requirements:

- Quality of the work should be indicated.
- Should be on a company letterhead of the referring company.
- Signed by a company official of the referring company.
- Include the contact details of the person referring.

The referring companies may be contacted to verify the work. The following can be verified as a minimum:

- Scope of Work.
- Duration of Work.
- Quality of Work.

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

The scoring will be as follows:

Previous projects: List of past or current projects of similar nature	
Points Allocated: 8	
Score 0	Not submitted / No similar projects submitted
Score 20	Four (4) or less previous or current similar projects
Score 40	Five (5) previous or current similar projects
Score 60	Six (6) previous or current similar projects
Score 80	Seven (7) previous or current projects
Score 100	Eight (8) or more previous or current similar projects

Previous projects: Reference Letters - Confirmation of Quality Service Rendered	
Points Allocated: 12	
Score 0	Not submitted / No letter addressing the items listed above
Score 20	Two (2) or less reference from a previous client is indicating work quality in line with specifications and address all items listed above
Score 40	Three (3) references from previous clients are indicating work quality in line with specifications and address all items listed above
Score 60	Four (4) references from previous clients are indicating work quality in line with specifications and address all items listed above
Score 80	Five (5) references from previous clients are indicating work quality in line with specifications and address all items listed above
Score 100	Six (6) or more references from previous clients are indicating work quality in line with specifications and address all items listed above

T2.2-07: EVALUATION SCHEDULE: METHOD STATEMENT

Note to tenderers:

The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project.

1. Project specific method statement should address all the aspects of the execution in detail.

The project specific Method statement should include the following, but limited to:

- 1.1. Milling of existing layer works.
- 1.2. Compaction of material.
- 1.3. Application of coat layers.
- 1.4. Lay and compaction of BTB and wearing course layers.
- 1.5. Sealing of joints.
- 1.6. Temporary work.
- 1.7. Disposing of material.
- 1.8. Traffic Management, including management plan and road signs.

2. Access to plant

Indication shall be given whether the plant that will be used is owned or if it will be hired. Proof should be provided in the form of e.g., an asset register or letter stating the plant will be hired or self-owned.

Plant refers to the following plant, but limited to:

- 2.1. Milling machine.
- 2.2. Spreader.
- 2.3. Compactors.
- 2.4. Tipper trucks.
- 2.5. Troxler.

3. Data sheets

A Data sheet or mix design per material that will be used should be provided. The material should conform to the requirements stated in the Works Information.

Data sheets and mix designs should be provided for the following material:

- 3.1. Prime coat – Data sheet.
- 3.2. Tack coat - Data sheet.
- 3.3. Bitumen Treated Base (BTB) – Mix design.
- 3.4. Wearing course – Mix design.
- 3.5. Sealant – Data sheet.

Method Statement: Project specific Method statement should address all the aspects of the execution in detail

Points Allocated: 15

Score 0	No information provided OR One (1) of the critical elements included
Score 20	Three (3) or two (2) of the critical elements included
Score 40	Five (5) or four (4) of the critical elements included
Score 60	Six (6) of the critical elements included
Score 80	Seven (7) of the critical elements included
Score 100	Eight (8) of the critical elements included

Method Statement: Plant access

Points Allocated: 4

Score 0	No information submitted OR Access to none (0) of the plant listed
Score 20	Access to one (1) of the plant listed
Score 40	Access to two (2) of the plant listed
Score 60	Access to three (3) of the plant listed
Score 80	Access to four (4) of the plant listed
Score 100	Access to five (5) of the plant listed

Method Statement: Data sheets

Points Allocated: 4

Score 0	No information provided
Score 20	One (1) data sheet or mix design, adhering to the requirements in the Works Information, provided.
Score 40	Two (2) data sheets or mix designs, adhering to the requirements in the Works Information, provided.
Score 60	Three (3) data sheets or mix designs, adhering to the requirements in the Works Information, provided. Include the BTB and Wearing course mix designs as a minimum.
Score 80	Four (4) data sheets or mix designs, adhering to the requirements in the Works Information, provided. Include the BTB and Wearing course mix designs as a minimum.
Score 100	Five (5) data sheets or mix designs, adhering to the requirements in the Works Information, provided. Include the BTB and Wearing course mix designs as a minimum.

T2.2-08: EVALUATION SCHEDULE: HEALTH AND SAFETY MANAGEMENT

Note to Tenderer:

The tenderer must submit the following documents as a minimum with the tender submission:

1. Completion of the project specific Baseline Risk Assessment and shall, as a minimum, include:

- 1.1. Identification of risks/hazards.
- 1.2. Measures to mitigate, reduce or control the risks and hazards identified.
- 1.3. Roles & responsibilities for implementation of control.

Each of the points listed above, that is completed for the risks on the Baseline Risk Assessment, will be counted and scored according to the matrix below.

Activities and risks aren't limited to the items listed in the Baseline Risk Assessment. The Tenderer may add additional project specific risk and evaluate them according to the points listed above, for extra points.

Risk Assessment Points Allocated: 8	
Score 0	Not submitted OR Evaluation of risks not specific to the Scope of Work OR Zero (0) to five (5) of the items completed on the Baseline Risk Assessment is project specific
Score 20	Six (6) to ten (10) of the items completed on the Baseline Risk Assessment is project specific
Score 40	11 to 25 of the items completed on the Baseline Risk Assessment is project specific
Score 60	26 to 30 of the items completed on the Baseline Risk Assessment is project specific
Score 80	31 to 40 of the items completed on the Baseline Risk Assessment is project specific
Score 100	31 to 40 of the items completed on the Baseline Risk Assessment is project specific AND Four (4) or more project specific risks identified and evaluated according to the three (3) points listed above.

No	LIST ACTIVITIES OF TASK	LIST HAZARDS / RISKS	LIST CONTROL MEASURES	RESPONSIBLE PERSON
1	Working in close proximity to moving vehicles			
2	Working in an operational area			
3	Traffic Management			
4	Working Space			
5	Incorrect use of Tools			

No	LIST ACTIVITIES OF TASK	LIST HAZARDS / RISKS	LIST CONTROL MEASURES	RESPONSIBLE PERSON
6	Construction Noise			
7	Working in Outside Areas			
8	Excavations			
9	Working with materials that produce dust			
10	Operating heavy machinery			

No	LIST ACTIVITIES OF TASK	LIST HAZARDS / RISKS	LIST CONTROL MEASURES	RESPONSIBLE PERSON

T2.2-09: EVALUATION SCHEDULE: PROGRAMME

Note to tenderers:

The Tenderer details the programme for evaluation. The Programme should include the overall duration of the project and the duration of the components listed below, but it isn't limited to the list.

1. Programme components

- 1.1. SHE File approval.
- 1.2. SHE Induction.
- 1.3. Site establishment
- 1.4. Execution of the work
- 1.5. Site de-establishment.

Project Programme: Programme components Points Allocated: 6	
Score 0	No information provided
Score 20	Tenderer has addressed one (1) or two (2) requirements in the Programme
Score 40	Tenderer has addressed three (3) or four (4) requirements in the Programme
Score 60	Tenderer has addressed five (5) requirements in the Programme
Score 80	Tenderer has addressed five (5) requirements in the Programme and one (1) additional point.
Score 100	Tenderer has addressed five (5) requirements in the Programme and two (2) additional points.

Project Programme: Programme duration Points Allocated: 6	
Score 0	No information provided OR Duration is more than 26 weeks OR Duration is less than 14 weeks
Score 20	Duration is 26 weeks OR Duration is 14 weeks
Score 40	Duration is 25 weeks OR Duration is 15 weeks
Score 60	Duration is between 23 and 24 weeks
Score 80	Duration is between 22 and 19 weeks
Score 100	Duration is between 18 and 16 weeks

Summary

Evaluation Criteria	Sub-Criteria	Sub – criteria points	Max points for criteria
Management & CV's of Key personnel	Key personnel: Project Manager – Proof of Qualification and CV	8	24
	Key personnel: Site Supervisor - CV	8	
	Key personnel: Health and Safety Officer – Proof of Qualification and CV	8	
Project Organogram	Organogram	13	13
Previous Experience	Previous projects: List of past or current projects of similar nature	8	20
	Previous projects: Reference Letters- Confirmation of Quality Service Rendered	12	
Method Statement	Method Statement: Method statement should address all the aspects of the execution in detail	15	23
	Method Statement: Plant access	4	
	Method Statement: Data sheets	4	
Health and Safety Management	Risk Assessment	8	8
Programme	Project Programme: Programme components	6	12
	Project Programme: Programme duration	6	
Total		100	100

T2.2-10: 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

T2.2-11: 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		

**T2.2-12: LETTER/S OF GOOD STANDING WITH THE WORKMEN'S
COMPENSATION FUND**

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

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

Name of Company/Members of Joint Venture:

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

T2.2-13: 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 *works*.

Note to tenderers:

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

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project 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

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

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

T2.2-14 : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.

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

1. Section 1: Name of enterprise: _____

2. Section 2: VAT registration number, if any: _____

3. Section 3: CIDB registration number, _____

4. Section 4: CSD number: _____

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

Name	Identity number	Personal income tax number

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

6. Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

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

Signed		Date	
Name	-----	Position	-----
Enterprise	-----		-----
name	-----		-----

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

SBD 4

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder²): _____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SBD 4

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

YES / NO

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

YES / NO

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

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

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

YES / NO

2.8.1 If so, furnish particulars:

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

YES / NO

2.8.2 If so, furnish particulars.

SBD 4

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

YES/NO

2.9.1 If so, furnish particulars.

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.10.1 If so, furnish particulars:

SBD 4

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

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

SBD 4

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT
THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of

contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency

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

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

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or		

townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

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 interest⁴ 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 institution	State

- 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:

⁴ 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.

.....
.....

- 2.1 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 consortium⁵ 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.

⁵ 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.

- 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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

	Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁶ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁷ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

SBD 9

⁶ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁷ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁸ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁸ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

T2.2-15 NON-DISCLOSURE AGREEMENT

[2020]

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 2.2 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 2.3 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

T2.2-16: 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 T2.2-19 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

T2.2-17: 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:

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

T2.2-18 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

NAME OF TENDERING ENTITY:

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

-
- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-19 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

2 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.

3 Commitments of Transnet

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

-
- 4** 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.
 - 5** 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.
 - 6** 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.
 - 7** 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.
 - 8** Obligations of the Tenderer / Service Provider
 - 9** 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.

10 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.

11 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.

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- 12** 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.
 - 13** 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.
 - 14** 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.
 - 15** 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.
 - 16** 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.
 - 17** The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 18** 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.

19 Independent Tendering

20 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.

-
- 21** 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.
- 22** In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- A) Prices;
 - B) Geographical area where goods or services will be rendered [market allocation];
 - C) Methods, factors or formulas used to calculate prices;
 - D) The intention or decision to submit or not to submit, a tender;
 - E) The submission of a tender which does not meet the specifications and conditions of the RFP; or
 - F) Tendering with the intention of not winning the tender.
- 23** 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.
- 24** 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.
- 25** 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.

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- 26** 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.
- 27** Disqualification from Tendering Process
- 28** 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.
- 29** 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.
- 30** 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.

31 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 32.** 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.
- 33.** 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.
- 34.** 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.
- 35.** 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.
- 36.** 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.
- 37.** A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

38. 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.*

39. 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.

40. 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.

41. Previous Transgressions

42. 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.

43. 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.)

44. Sanctions for Violations

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

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

46. Conflicts of Interest

47. 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.

48. 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.

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

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

50. 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.

51. Dispute Resolution

52. 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 31 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.

53. General

- 54.** This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 55.** 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.
- 56.** 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.
- 57.** Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 58.** 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

T2.2-20: SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

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

-
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

-
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

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

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

T2.2-21 AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

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

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

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

YES	
-----	--

NO	
----	--

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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....

(Operator)

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

AS WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

T2.2-22: INSURANCE PROVIDED BY THE *CONTRACTOR*

Clause 84.1 in NEC3 Engineering & Construction 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 84.2 of the ECC)	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.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or			

vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			

T2.2-23: THREE (3) YEARS AUDITED FINANCIAL STATEMENTS

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

T2.2-24: SUPPLIER DECLARATION FORM

Please Note: This Supplier Declaration Form is only to be completed by the successful bidder who is awarded the contract.

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

Please Note: Effective **1 April 2016** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

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

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable), as EMEs and QSEs (QSE's with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being temporarily suspended.

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

1. **If your annual turnover is less than R10 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE score-card, please include your B-BBEE certificate in your submission as confirmation of your status. Or if the Supplier is a QSE with More than 51% black owned, they can submit a sworn affidavit (Appendix E).

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

3. **If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE generic score-card. Please include your B-BBEE certificate in your submission as confirmation of your status.

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

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

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

6. From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.

PROTECTION OF PERSONAL INFORMATION

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

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

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In completing this Supplier Declaration form, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management, contract award, contract management, auditing, legal

opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

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

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

Supplier Declaration Form

Important Notice: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name?				Yes		No	
If YES state the previous details below:							
Trading Name							
Registered Name							
Company Registration No Or ID No If a Sole Proprietor							
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt	
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office		

Your Current Company's VAT Registration Status	
VAT Registration Number	

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address			
		Code	
Company Postal Address			
		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	
--	-------------	--	----------------------------	--	-------------	--

Does your company have a valid B-BBEE certificate?				Yes		No	
What is your Broad Based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability.							

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

Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oaths			
Name		Date	
Signature		Telephone No	

Appendix B

Example of an Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable
supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed
R1million threshold, as required in terms of the Value Added Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on
his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

Appendix C

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ employs three or more full time employees,
which employees are engaged in the business of rendering the services of the organisation and are
not connected persons as defined in the Income Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on
his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

Appendix D

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10,000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of **the DTI** Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

C1.1: Form of Offer & Acceptance

Offer

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

APPOINTMENT OF A CONTRACTOR FOR HAUL ROAD REPAIRS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 WEEKS

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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: Works Information
Part C4	Site 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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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)*

Transnet SOC Ltd

Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

	Address	Registered address: Transnet Corporate Centre eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority, a division of Transnet SOC Limited Port of Saldanha Bayvue Centre Marine Drive Saldanha 7395
10.1	The <i>Project Manager</i> is: (Name)	Johané Matthee
	Address	Bayvue Centre Marine Drive Saldanha 7395
	Tel	022 703 5465
	e-mail	Johane.matthee@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	David Kühn
	Address	Bayvue Centre Marine Drive Saldanha 7395
	Tel No.	022 703 5458
	e-mail	David.kuhn@transnet.net
11.2(13)	The <i>works</i> are	APPOINTMENT OF A CONTRACTOR FOR HAUL ROAD REPAIRS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 WEEKS

11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none">- Working in close proximity to moving vehicles- Working in an operational area- Traffic Management- Working Space- Incorrect use of Tools- Construction Noise- Working in Outside Areas- Excavations- Working with material that produce dust- Operating heavy machinery- Working in close proximity to heavy vehicles- Weather conditions - Rain				
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"				
11.2(16)	The Site Information is in	Part C4				
11.2(19)	The Works Information is in	Part C3				
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.				
13.1	The <i>language of this contract</i> is	English				
13.3	The <i>period for reply</i> is	2 weeks				
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.				
3	Time					
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 June 2023				
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table><tr><td><i>Condition to be met</i></td><td><i>key date</i></td></tr><tr><td>1 Submission of first safety file</td><td>2 weeks after Contract award</td></tr></table>	<i>Condition to be met</i>	<i>key date</i>	1 Submission of first safety file	2 weeks after Contract award
<i>Condition to be met</i>	<i>key date</i>					
1 Submission of first safety file	2 weeks after Contract award					

		2 Site establishment	Upon issuing of the Site Access Certificate (SAC) or issuing of the PO, which ever one is last
30.1	The <i>access dates</i> are	Part of the Site 1 Whole of the site	Date Upon issuing of the Site Access Certificate (SAC) or issuing of the PO, which ever one is last
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	
31.2	The <i>starting date</i> is	16 January 2023	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i> .	
43.2	The <i>defect correction period</i> is	4 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	15 th (fifteenth) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	

51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank (RMB), South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 10 degrees Celsius the number of days with snow lying at 08:00 hours South African Time
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area – to be supported by the <i>Contractor</i> and <i>Project Manager</i>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	The nearest weather recording station to the Site and which is available from the South African Weather Services
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.

	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.

Note:

The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**

		<p>4 The insurance coverage referred to in 1, 2, and 3 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to 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	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities must be read in conjunction with the Works Information.

11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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> .
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town, Western Cape, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 5 000.00 per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.

X18 Limitation of liability

- | | | |
|-------|---|---|
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: | Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices) |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to: | The deductible of the relevant insurance policy |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to: | The cost of correcting the Defect |
| 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 excluded matters, is limited to: | The Total of the Prices |
| X18.5 | The <i>end of liability date</i> is | 5 years after Completion of the whole of the works |

Z *Additional conditions of contract are:*

Z2 Additional clauses relating to Joint Venture

Z2.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**

iii. Identification of the roles and responsibilities of the constituents to provide the Works.

- Financial requirements for the Joint Venture:

iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z2.2

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z3 Additional obligations in respect of Termination

Z3.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z3.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Z3.3

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z4 Right Reserved by the Employer to Conduct Vetting through SSA

Z4.1

The *Employer* 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.

**Z5 Additional Clause Relating to
Collusion in the Construction
Industry**

Z5.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

**Z6 Protection of Personal
Information Act**

Z6.1 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.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>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(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	

	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	Part C2.2
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	%
21 in SSCC	The published list of Equipment is the last edition of the list published by	
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)

22	in	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate	
62	in	The percentage for design overheads is	%		
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

PART C2: PRICING DATA

Document reference	Title	No of page
	This cover page	1
C2.1	Pricing instructions: Option B	4
C2.2	The <i>bill of quantities</i>	1
Total number of pages		6

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

Identified and defined terms 11

11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of:

The quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and

A proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
No.	number
Prov sum ⁹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

⁹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

C2.2 The *bill of quantities*

Item	Description	Unit	Qty	Rate	Amount
1	PRELIMINARY AND GENERAL				
1.1	Contractual Requirements - Company overheads, insurance, compliance with legislation, Health and Safety	Sum	1		
1.2	Supervision for duration of the Works	Days	100		
1.3	Ablution and latrine facilities	Days	100		
1.4	Site establishment	Sum	1		
1.5	Site de establishment	Sum	1		
	Subtotal - Bill Item 1				
2	ROAD WORKS				
2.1	Milling of existing material (190mm) and disposing at an approved landfill site	m ³	3,836.42		
2.2	Placement of BTB layer; thickness 150mm after compaction	m ³	3,028.76		
2.3	Placement of premix medium wearing course; thickness of 40mm after compaction	m ³	807.67		
2.4	Prime coat	m ²	20,191.70		
2.5	Tack coat	m ²	20,191.70		
2.6	Bitumen sealant	m	4,446.82		
2.7	Full Marshall tests	each	294.00		
	Subtotal - Bill Item 2				
3	TRAFFIC MANAGEMENT				
3.1	Traffic management, temporary signs, flag men, lights etc.	Sum	1		
	Subtotal - Bill Item 3				
	TOTAL				

PART C4: SITE INFORMATION

Document reference	Title	No of page
C4.1	This cover page	1
	Site Information	2
Total number of pages		3

C4.1 SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- Describes the Site and its surroundings and
- Is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

The Haul road is located in the Port of Saldanha. There are various sections of the Haul road that need to be repaired under this contract. The sections are all located within a 2.7km section. The 2.7km section is indicated in Figure 1.

Access to the Port is via the Port Main Entrance. The *Project Manager* will arrange for the issuing of Security permits to all individuals that will be working on the site. A certified copy of the individual's ID is required for this purpose, the process is detailed in the C3 Works Information document. SHE induction for access to the Port is compulsory and the Site Access Certificate will not be granted without confirmation of induction.

The site is located in an operational area and the *Contractor* should take note that operations take preference. The *Contractor* will not be allowed to close the entire width of the road at any stage. The *Contractor* would be responsible for traffic management at the site for the duration of the contract.



Figure 1: Location of areas to be repaired

1.2. Existing buildings, structures, and plant & machinery on the Site

The site is located in an operational area. Existing infrastructure and services that would be impacted by the contract will be pointed out during the site meeting.

The *Contractor* would be responsible for the repair of any damages to existing buildings, infrastructure and services.

1.3. Hidden services

All known services will be indicated to the *Contractor* on site. It remains the responsibility of the *Contractor* to detect and protect the existing services.

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's</i> Works Information	22
Total number of pages		23

C3.1 **EMPLOYER'S WORKS INFORMATION**

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The Haul road in the Port of Saldanha is the main heavy haul road transporting commodities to the Multi Purpose Terminal (MPT). The majority of the commodities handled at the MPT is transported through the Haul Road, with a small portion being transported via rail.

The *works* that the *Contractor* is to perform involve the repair of sections of the Haul road. The *works* will include removal of debris build up on the road, milling and disposal of milled material, followed by the placing of Bitumen Treated Base (BTB) layer and an asphalt wearing course layer and associated testing.

Due to the operational nature of the Haul road, the entire width of the road cannot be closed. The *Contractor* will be required to do the work in half widths. The *Contractor* will be responsible for Traffic Management for the duration of the *works*.

1.2 *Employer's objectives*

The *Employer's* objective is to improve the road surface and driving condition of the Haul road.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CD	Compact Disc
CM	Construction Manager
BTB	Bitumen Treated Base layer
DWG	Drawings
HAZOP	Hazard and Operability Study
Native	Original electronic file format of documentation
QA	Quality Assurance
QC	Quality Control
SANS	South African National Standards
SHE	Safety, Health and Environment
SMP	Safety Management Plan
TNPA	Transnet National Ports Authority
TPT	Transnet Port Terminals

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer's* design for the *works* is: the layer works for the sections of the Haul road that needs to be repaired.

The detail of the design is contained in Section 2.5.

2.1.2 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works* Information) ONLY.

2.1.3 The data and information supplied by Transnet National Ports Authority remains the sole possession of Transnet National Ports Authority and any unauthorized alteration; distribution; copying, modification; reproduction in whole or in part; propaganda; and/or use for gain or otherwise is strictly prohibited.

Transnet National Ports Authority provides no warranty, expressed or implied as to accuracy, completeness or reliability of the data and information.

No liability shall devolve upon or be incurred by Transnet National Ports Authority and/or its officials through use of the data and information supplied.

2.2 Parts of the *works* which the *Contractor* is to design

2.2.1 The *Contractor* is to design the following parts of the *works*:

Any work that is not explicitly covered under clause 2.1 *Employer's* design above. All designs done by the *Contractor* are to be approved by the *Employer* before construction or execution of the applicable design.

2.2.2 The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer* as stated under 2.1 *Employer's* design above for all parts of the *works*.

2.2.3 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

2.3.1. The *Contractor* shall address the following procedures:

All documents will be submitted to the *Project Manager* for review. The *Project Manager* will confirm acceptance or rejection within the period of reply as stated in the Contract Data.

No work will be executed without acceptance of the *Contractor's* design.

2.4 Review and Acceptance of *Contractor* Documentation

2.4.1. The *Contractor* submits documentation as the Works Information requires to the *Project Manager* for review and acceptance. The *Project Manager* will confirm acceptance or rejection within the period of reply as stated in the Contract Data.

2.5 ***Employer's requirements***

2.5.1 Location of the site

The Haul road is located in the Port of Saldanha. There are various sections of the Haul road that need to be repaired as part of this *Works*. The sections are all located within a 2.75km segment of the Haul road. The 2.75km segment is indicated in Figure 1



Figure 1: Location of section of Haul road where repairs are required

2.5.2 Scope of Work

The repair work that is required on the Haul road is required at various sections on the road, all located within 2.75km from each other. The dimensions of the different sections will be confirmed with the *Contractor* before work is executed, to ensure the current state of the road is addressed.

For each of the sections the following Scope of Work applies:

2.5.2.1. Set up of traffic management before any work is done.

The *Contractor* is responsible for traffic management during the construction period. One lane of the road should be open at all times. Both lanes would need to be open after hours. Refer to Section 3.1.5 for working hours.

2.5.2.2. Mill off the asphalt and base layer to a total thickness of 190mm.

2.5.2.3. Removal of one speedbump.

2.5.2.4. The milled material and any other debris shall be removed off site and disposed of at a suitable dump site in line with municipal and environment regulations. A certificate of the relevant dump site is required as proof of proper disposal of the material.

2.5.2.5. A neat, straight cut is to be made along the edges of the section, where needed.

2.5.2.6. Compact the section to a compaction of 93% Mod. AASTHO density.

2.5.2.7. Apply a prime coat on the section. The prime coat shall be applied with a tolerance of $\pm 5\%$ of the specified application rate of the product. Allow the prime coat to crack.

2.5.2.8. Lay and compact BTB layers. The BTB should be placed in 2 layers of 75mm each. The total thickness should be 150mm after compaction. The second layer should be laid while the first layer is still warm.

2.5.2.9. The lane should remain closed to traffic until the surface temperature of the road, both layers, has dropped below 40°C.

2.5.2.10. It is recommended that the BTB layers and the wearing course not be placed on the same day.

2.5.2.11. A gradual slope, made from BTB material, needs to be created for any step in the road before the lane is opened to traffic. This step should be removed before the premix layer is placed.

2.5.2.12. Apply a tack coat over the BTB. The tack coat shall be applied with a tolerance of $\pm 5\%$ of the specified application rate of the product.

2.5.2.13. Lay a 40mm thick premix layer medium wearing course (continuously grade asphalt). A tolerance of $\pm 5\text{mm}$ shall apply. The cross fall of repaired section shall be equal to that of the existing road.

2.5.2.14. The lane should remain closed to traffic until the surface temperature of the road has dropped below 40°C.

2.5.2.15. Neatly seal all the joints of the new paving, using bitumen sealant.

2.5.3 Specific Requirements for material

2.5.3.1. Primer

The primer shall be compliant with the Committee of Land Transport Officials (COLTO): Standard Specifications for Road and Bridge Work: 1998 and applicable SANS standard specifications.

A primer with a quick drying time is to be used, to minimize the disruption to traffic.

A data sheet of the proposed product should be provided with the tender. On award of the Contract the data sheet should be submitted to the *Project Manager* for approval, before it is brought on to site.

2.5.3.2. Tack coat

The tack coat shall be compliant with the COLTO: Standard Specifications for Road and Bridge Work: 1998 and applicable SANS standard specifications.

The tack coat will be applied in a continuous spray and shall not be subjected to any public and construction traffic prior to the application of the premixed wearing course.

A data sheet of the proposed product should be provided with the tender. On award of the Contract the data sheet should be submitted to the *Project Manager* for approval, before it is brought on to site.

2.5.3.3. Bituminous binder

The bituminous binder shall be compliant with the COLTO: Standard Specifications for Road and Bridge Work: 1998 and applicable SANS standard specifications.

A data sheet of the proposed product should be provided with the tender. On award of the Contract the data sheet should be submitted to the *Project Manager* for approval, before it is brought on to site.

2.5.3.4. Aggregate

The aggregate shall be compliant with the COLTO: Standard Specifications for Road and Bridge Work: 1998 and applicable SANS standard specifications.

2.5.4 Specific Requirements for composition of mix

2.5.4.1. The design of the asphalt mixes shall be in accordance with and complying to the COLTO: Standard Specifications for Road and Bridge works: 1998 and applicable SANS standard specifications.

2.5.4.2. The detail of the composition of the mix designs shall be provided in the tender document and shall include the following:

- i. Stone – size (max 26.5 mm for the BTB layer) and % mix
- ii. Crusher dust (passing 2.36mm sieve) – % mix
- iii. Filler (passing 0.075mm sieve) – % mix
- iv. Bitumen content - % (4.5 – 5.5%)

2.5.4.3. A data sheet of the proposed product should be provided with the tender. On award of the Contract the data sheet should be submitted to the *Project Manager* for approval, before it is brought on to site.

2.5.4.4. The mixture when delivered to the paver shall be of a temperature not less than 135°C and not more than 165°C. Only a thermometer capable of measuring in the range of 0 to 200°C in intervals of no more than 2°C, with proof of calibration, to be used.

2.5.5 The *Contractor* will incorporate the following in his Quality Control (QC), as a minimum:

- i. Submission for approval of the data sheets for the Tack coat and Primer.
- ii. Submission for approval of the mix design for the BTB and wearing course.
- iii. Three (3) Full Marshall test per day. The samples should be taken randomly through the day, at the mixing plant.

Results of the tests should be submitted to the *Project Manager*.

- iv. Proof that the temperature of the BTB and asphalt is within the acceptable range when the material is placed.
- v. Submission of proof for the thickness of all layers placed on the road, at all the sections.
- vi. Proof that the specified compaction has been achieved at all the sections.

3 Construction

3.1 Temporary works, Site services & construction constraints

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

The *Contractor* would be granted access to site and entry into the Port after Site Access Certificate (SAC) is issued. The SAC is depended on the Safety Health and Environment (SHE) file has been approved, SHE induction completed, Security permits issued and purchase order (PO) released..

The *Contractor* would be required to adhere to all TNPA COVID 19 requirements and regulations.

The *Contractor* might be subject to adhoc breathalyser test upon entry into the Port.

The *Contractor's* employees must provide identification when requested by Security personnel.

Vehicle entering and exiting the Port may be searched. If requested the *Contractor* must be able to prove ownership of equipment, plant and machinery. This can be done in the form of an equipment list for the project or vehicle.

The *Contractor* must ensure that he complies with the regulations (SHE, Security, etc.) of Transnet National Port Authority (TNPA), when working on site. The *Contractor* will only be allowed to work on the sections of the Haul road indicated in this Works Information Section 2.5.1 (the Site).

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

All employees entering the Port would require to undergo the TNPA SHE Induction before the access permit will be issued. The SHE Inductions take place every Monday and Wednesday from 9:00 till 11:00. An Induction session needs to be arranged through the *Project Manager* 48 hours prior to the session.

Due to the current COVID 19 pandemic, these arrangement might change. Any changes will be communicated to the *Contractor*.

Should the *Contractor* employ any foreign nationals for the project, these employees will be subject to Immigration security checks.

Should the *Contractor* appoint a *Sub-Contractor* these conditions would also apply to him. The *Contractor* will be responsible to approve their *Sub-Contractor's* SHE file. The *Contractor* should provide the *Project Manager* with written confirmation the he has reviewed and approved the *Sub-Contractor's* SHE file, prior to the *Sub-Contractor* being granted access onto site.

Upon approval of the SHE file and completion of SHE Induction, the *Contractor* will provide the *Project Manager* with a list of employees and certified Identity Documents (ID) to arrange for the necessary access permits (Security permits). A minimum notice of 72 hours is necessary for the processing of these permits. This includes changes to staff during the contract period.

The *Contractor* must inform the *Project Manager* 48 hours in advance of any material and plant deliveries to site. The *Project Manager* will notify the Security Department accordingly.

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

The Haul road is located in the main Port precinct. The road is used by TNPA, TPT and various clients, Service Providers and Contractors. The *Contractor* would not be allowed to access any areas in the Port other than the Haul road and the area identified as a Site camp.

The *Contractor's* vehicles will be parked in the parking area identified by the *Project Manager*. Should the *Contractor* require additional parking, he shall submit a request to the *Project Manager*. The *Project Manager* will not unreasonably withhold permission.

The Haul road is used to transport commodities to and from terminals in the Port. The *Contractor* will therefore not be allowed to close the road or work on the entire width of the road at any time. The *Contractor* should ensure that there is a constant flow of traffic on the road, one lane is always open to traffic. The *Contractor* would be responsible for minimizing the disruption to traffic flow at all times. The *Contractor* would be responsible for traffic management for the duration of the Contract.

3.1.4 The *Contractor* complies with the following Site Camp requirements of the *Employer*:

The location of the Site camp will be pointed out by the *Project Manager* during the Site Clarification meeting.

The *Contractor* can only be allowed to store equipment in the boundaries of the Site Camp. The *Contractor* would be responsible for the safety of his equipment, plant and machinery in the Site Camp. Transnet will not be responsible for providing any security for any of the *Contractor's* equipment, plant, material, etc.

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

The *Contractor's* employees will only be allowed to access the sections of the Haul road that is worked on and the area identified as a Site camp.

The *Contractor's* employees must provide identification when requested by Security personnel. The *Contractor's* employees will also adhere to TNPA's security procedures.

The Port is operational 24 hrs a day. The *Contractor's* working hours in the Port will be between 07:00 and 17:00 Monday to Friday. If it is required to work outside stated the stated normal working hours the *Contractor* must obtain written permission at least 48 hours before such work needs to be undertaken. This request should be send to the *Project Manager*. TNPA will not unreasonably withhold permission

The *Contractor* would be responsible to keep daily records of all employees, *Sub-Contractor's* and visitors to the site. These daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

The *Contractor* will comply with the working hours stated in 3.1.5.

3.1.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times. Daily dairies should be submitted to the *Project Manager* on a weekly basis.

3.1.8 The *Contractor* will keep a daily record of all the deliveries that is made on site. The material and/ or equipment that is delivered will be placed in the Site camp that it does not obstruct any of the Port's operations.

- 3.1.9 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of any cables that might be discovered, with title to such Materials (as referenced above) remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.
- 3.1.10 Cooperating with and obtaining acceptance of others
- During construction process the *Contractor* and his employees must be considerate of TNPA's personnel, TPT's personnel, Contractors and Clients.
- 3.1.11 The *Contractor* performs the *works* and co-operates with TNPA's personnel, TPT's personnel, Contractors and Clients on the Site.
- 3.1.12 Publicity and progress photographs
- The Contractor is required to submit weekly progress photographs of the work completed. Photograph permits will be arranged by the *Project Manager*. The *Contractor* would be required to submit the Serial number, make and model of all devices that would be used to take photographs.
- 3.1.13 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- 3.1.14 *Contractor's* Equipment
- The *Contractor* is to keep a daily record of the Equipment that is on Site. The record should indicate as a minimum if it is owned or hired, when it arrived on Site and when it leaves the Site.
- 3.1.15 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.16 Equipment provided by the *Employer*
- None.
- 3.1.17 Site services and facilities:
- The *Employer* provides an area for a Site camp, as well as water for the use as required for the execution of the *Works*, by means of the Reverse Osmose (RO) plant in the Port. The *Contractor* will be notified if water from the RO plant is not available for use by the *Contractor*, due to specific water requirements by Port operations.
- The *Contractor* shall be responsible for providing everything else necessary for providing the Works. This includes, but not limited to, ablution facilities, other facilities required in/ at the Site Camp, connections required to connect to onsite water supply point and waste disposal. These would be required to be available for the full duration of the Contract.
- 3.1.18 Wherever the *Employer* provides facilities for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.19 Facilities provided by the *Contractor*:

The *Contractor* is to provide all required facilities required for the completion of the *Work*. The facilities would be located in the Site camp indicated by the *Project Manager*.

The *Contractor* would be responsible for the safe guarding of his facilities and equipment for the full duration of the Contract.

The *Contractor* would be responsible for ensuring that all facilities and equipment is in a clean and hygienic condition.

3.1.20 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

None.

3.1.21 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.1.22 Unless expressly stated as a responsibility of the *Employer* as stated under 3.1.17 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.23 The *Contractor* inspects the Site and all adjoining sites and services of all TNPA lessees with which the *works* interfaces in conjunction with the *Project Manager*:

The *Contractor* and *Project Manager* would do an inspection of the Site before the *Contractor* commence with Site establishment to confirm the condition of all adjoining sites, services, etc.

All work conducted by the *Contractor* should be conducted in such a way not to damage any of the existing structures, equipment or vessels.

3.1.24 Setting out of the *works*

The locations of the sections of the road to be repaired would be confirmed on site with the *Project Manager*, before any work commence.

3.1.25 Underground services, other existing services, cable and pipe trenches and covers

No underground services are located in the area of work within the depth of excavation. It remains the *Contractor's* responsibility to confirm that there is no services that would be impacted by the *Works*.

Any damages to any existing services and infrastructure, known or unknown, would be repaired by the *Contractor* at his own cost.

In the event of any damage to services or infrastructure the *Contractor* is required to notify the *Project Manager* immediately and await instruction on how to proceed.

3.1.26 Where the *Contractor* encounters existing any underground services, existing services cables, pipe trenches, etc. the *Contractor* undertakes the following:

The *Contractor* is to notify the *Project Manager* immediately. The discovered/ encountered services should be marked. Any further service specific instructions would be provided by the *Project Manager* if needed.

3.1.27 Control of noise, dust, water and waste

The *Contractor* shall take necessary precautions to minimise noise and dust generated on site during the execution of the works. The *Contractor* shall manage noise and dust pollution in accordance with the approved Environmental Control Plan in their SHE file.

Water shall be used in an Environmental friendly manner, reducing any unnecessary wastage.

Any waste generated on site should be disposed of at a certified landfill site.

3.1.28 Cleanliness of roads

Should any of the roads in the Port be contaminated during the transportation of any material or equipment to and from the site camp, the *Contractor* would be responsible to clean the road within 24 hours of the contamination.

3.1.29 Weather

Paving works can be undertaken when the air temperature is 8°C and rising and the road surface temperature is 10°C and rising.

The *Contractor* would not be allow to pave in rain.

3.1.30 Giving notice of work to be covered up.

The *Contractor* notifies the *Project Manager* a minimum of one (1) hour before any of the activities starts that requires the *Contractor* to notify the *Project Manager*.

The *Project Manager* should as a minimum be notified via a phone call. As an additional notification, an email can be sent to the *Project Manager*.

3.1.31 The *Contractor* notifies the *Project Manager* of the following elements of the *works* which are to start:

Starting on a new section of the road and before any material is placed.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works. The *Project Manager* cannot certify Completion until all the work has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.

The whole of the works should completed within twenty-four (24) weeks after receiving the purchase order from the *Employer*. This includes for the approval of the *Contractor's* SHE file, which should be submitted no later than five (5) days after Contract award. The approval of the SHE File takes between two (2) and three (3) weeks from the first submission, pending the quality and completeness of the submission and the response time of the *Contractor* to the comments raised. Site access will be depended on the issuing of the Site Access Certificate (SAC)/ SHE file approval and the purchase order.

Delay damages for the late completion of the works shall be charged at a nominal rate of five thousand rand (R 5 000.00) per day for every day that the works remain incomplete.

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:

None.

3.2.3 Use of the *works* before Completion has been certified

Before Completion has been certified by the *Project Manager*, the *Employer* and his Lessees may use the sections of the road where the *Contractor* is not working. The section where the *Contractor* is working, he will close one lane to traffic and accommodate traffic in the other lane. The *Contractor* would not be allowed to close the entire width of the road at any given time.

The *Contractor* would be responsible for traffic management for the entire duration of the Contract and will ensure minimal disruptions and delays to traffic.

3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

Sections of the road where the *Contractor* is not working in order to continue Port operations, e.g. transport of commodities to and from the terminals.

3.2.5 Access given by the *Employer* for correction of Defects

Access will be given by the *Employer* to the *Contractor* to correct Defects once the SHE File has been updated (if needed) and Security access has been granted to the *Contractor*. The *Project Manager* will issue the *Contractor* with a formal communication stating the date of access to the site for the correction of Defects.

3.2.6 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

The same constraints and procedures, as stated in the Works Information, for access, egress, safety, security, etc. would apply in the *Defect Correction Period* as in the original Contract Period.

Any unforeseen conditions or constraints that might apply during the *Defect Correction Period* would be communicated to the *Contractor* shortly after notifying a Defect.

4 Plant and Materials Standards and Workmanship

4.1 Civil Engineering Works

- 4.1.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 4.1.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works* Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.1.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works* Information and specific statements contained elsewhere in C3.1 *Employer's Works* Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.
- 4.1.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "Employer" is used, read "*Employer*";
- Where the word or expression "Contractor" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.1.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works* Information;
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.1.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
- "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.1.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).
- 4.1.8 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
- Where the word or expression "Plant" is used, read "Equipment".

4.1.9 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression "specification" is used, read "Works Information".

4.1.10 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's* Works Information and in any case and at all times consistent with the *conditions of contract*.

4.1.11 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression "Engineer" is used, read "*Supervisor*".

4.1.12 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

5 List Of Drawings

5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title
SBH01I1016-001-00	00	Haul road repairs: Security Entrance to OR Plant

SECTION 2

6 Management and start up

6.1 Management meetings

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

Regular recorded meetings will be convened and chaired by the *Project Manager* or delegated representative as follows:

Title and purpose	Approximate intervals	Location	Attendance by:
Risk Reduction Meeting Risk register and compensation events	As risks arise	Bayvue Admin Centre or MS Teams To be communicated on the Kick-off meeting.	<i>Project Manager, Contractor</i> and appropriate key persons
Risk Management Workshop (incl in the Progress Meeting)	2 weekly	Bayvue Admin Centre or MS Teams To be communicated on the Kick-off meeting.	<i>Project Manager, Contractor</i> and appropriate key persons
Progress Meeting: Overall contract progress and feedback	2 weekly	Bayvue Admin Centre or MS Teams To be communicated on the Kick-off meeting.	<i>Employer, Project Manager, Contractor</i> and appropriate key persons
SHE Meetings: SHE matters	Adhoc	Bayvue Admin Centre or MS Teams To be communicated on the Kick-off meeting.	Appointed and appropriate key persons
Technical Meetings: Technical and Planning matters	2 weekly	Bayvue Admin Centre or MS Teams To be communicated on the Kick-off meeting.	Appointed and appropriate key persons

6.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the naming conventions for documents set out during the Kick off meeting.

All communication shall be via email.

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

6.3 Safety risk management

- 6.3.1 The *Contractor* complies with the following: legal requirements related to the *Works* and TNPA applicable specification/ SHE Specification. The Project specific SHE Specification is attached to the *Works Information*.
- 6.3.2 The *Contractor* ensures that its Subcontractors comply with the requirements of 6.3.1.
- 6.3.3 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to any SHE aspect will be indicated in the Kick off meeting.

6.4 Environmental constraints and management

- 6.4.1 The *Contractor* complies with the following: legal requirements related to the *Works* and TNPA applicable specification/ SHE Specification. The Project specific SHE Specification is attached to the *Works Information*.
- 6.4.2 The *Contractor* ensures that its Subcontractors comply with the requirements of 6.4.1.
- 6.4.3 The milled material and other debris shall be removed off site and disposed of at a suitable disposal site in line with municipal and environment regulations. A certificate of the relevant disposal site is required as proof of proper disposal of the material
- 6.4.4 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to any SHE aspect will be indicated in the Kick off meeting.

6.5 Quality assurance requirements

- 6.5.1 The *Contractor* submits his Quality Management documents to the *Project Manager*, including details of:
- Quality Plan for the contract.
 - Quality Policy.
 - Index of Procedures to be used.
- 6.5.2 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*.

6.6 Programming constraints

- 6.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of SHE file, Induction, Site Access, site establishment, construction work (broke down into phases), site de-establishment, etc.
- 6.6.2 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in soft copy format namely: pdf and native (Microsoft Projects) format.
- 6.6.3 The *Contractor* uses Microsoft Projects for his programme submissions. The use of any other similar programme software package is subject to the prior written notification and acceptance by the *Project Manager*.

- 6.6.4 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.5 The *Contractor's* programme shows duration of operations in working days. Working days is from Monday to Friday, 07:00 till 17:00. South African public holidays and weekends are excluded.
- 6.6.6 The *Contractor's* programme shows the following levels:
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
- 6.6.7 The *Contractor's* weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

6.7 Contractor's management, supervision and key people

- 6.7.1 The *Contractor* provides an project Organogram of all his key people and how such key people communicate with the *Project Manager* and the Supervisor.

6.8 Contract change management

- 6.8.1 No additional requirements apply to ECC Clause 60 series
- 6.8.2 In general no scope or design changes are to be actioned until approved in writing at the appropriate level. Once a change or potential change has been identified, a decision will be taken by the *Project Manager* as to whether work in the area concerned is to be stopped, or continued on the previously agreed scope – until such time as the change is approved. Only the *Project Manager's* instruction (PMI) shall be used as method to confirm and verify approved scope or design changes

6.9 Retention

- 6.9.1 The *Employer* will retain 10% of the contract value for a period of 12 months. The 10% retention will be retained on every claim made by the *Contractor* and this amount will be retained for the stipulated period.
- 6.9.2 50% of the retention will be paid out on the completion of the work. The remaining 50% will be paid after 12 months of the completion of the work.

6.10 The *Contractor's* Invoices

- 6.10.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 6.10.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.10.3 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;
 - The Contract number and name;
 - The Project Purchase order number.
- 6.10.4 The invoice contains the supporting details:
- Description of the work completed and claimed for;
 - Cost breakdown of work previously claimed, currently claimed and balance outstanding for each section of work;
- 6.10.5 The invoice is presented either by email or by hand delivery.
- 6.10.6 Invoices submitted by email are addressed to: Johane.matthee@transnet.net
- For the attention of J. Matthee, Transnet National Ports Authority
- 6.10.7 Invoices submitted by hand are presented to:
- Invoices submitted by hand are presented to:
- Transnet SOC Ltd
- Bayvue Centre
- Marine Drive
- Saldanha
- 7395
- For the attention of J. Matthee, Transnet National Ports Authority
- The invoice is presented as an original.

6.11 People

- 6.11.1 Minimum requirements of people employed on the Site:
- Project Manager
 - Site Supervisor
 - Health and Safety Officer
 - Labour

6.11.2 The Industrial action and the *Contractor's* liability

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 and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages.

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.

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.

The *Contractor* shall give notice to 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, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

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.

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 are or could potentially be interrupted by industrial action in delivering the Service.

In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged: To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.

The Industrial Action Report must provide at least the following information:

- Industrial incident report,
- Attendance register,
- Productivity / progress to schedule reports,
- Operational contingency plan,
- Site security report,
- Industrial action intelligence gathered.

The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

The *Contractor* 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.

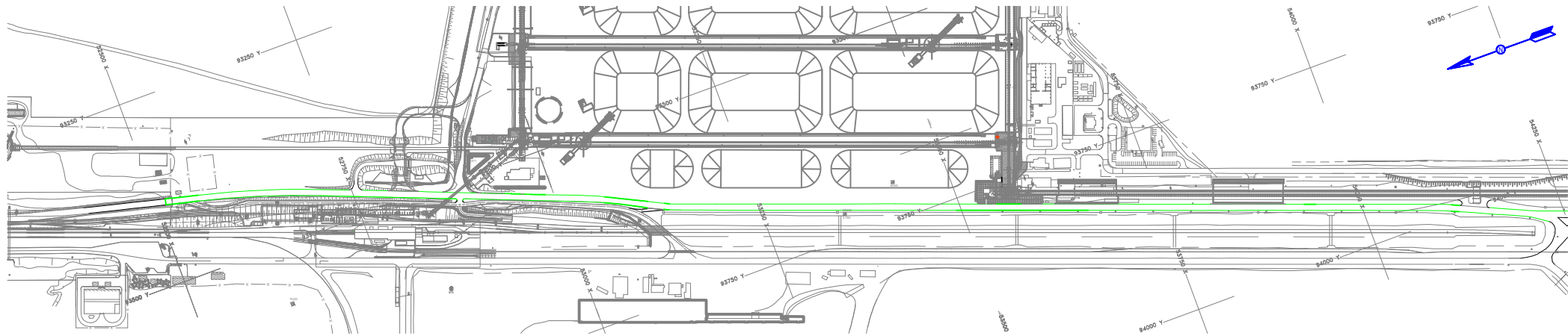
The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

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

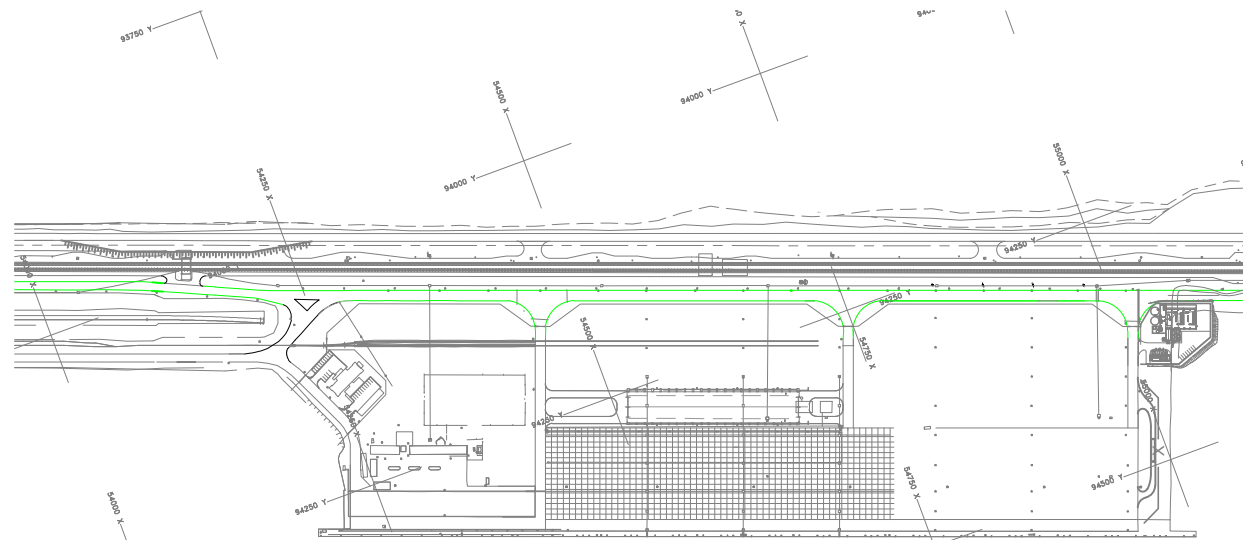
to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing.

6.12 Plant and Materials

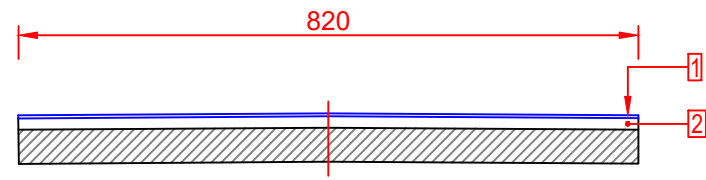
- 6.12.1 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*.
None.
- 6.12.2 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.
- 6.12.3 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.



LOCALITY PLAN A
1:7500

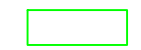


LOCALITY PLAN B
1:7500



TYPICAL SECTION
1:100

LEGEND:

-  EXISTING LAYERS
-  REPAIR AREA

NOTES:

- THE CONSTRUCTOR WORK WILL BE DONE IN SECTIONS OF THE REPAIR AREA. CO-ORDINATES AND DIMENSIONS OF THE WORK AREAS WILL BE CONFIRMED ON SITE BY THE PROJECT MANAGER. THE TOTAL AREA OF THE WORK AREAS WILL ACCUMULATE TO THE AREA STATED IN THE WORK INFORMATION.
- ALL DIMENSIONS IS IN mm UNLESS OTHERWISE STATED AND LEVELS REFER TO CHART DATUM.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION REGULATIONS
- LOCALITY PLAN B CONTINUOUS AT THE RIGHT SIDE OF LOCALITY PLAN A

LAYERS:

- 1 - 40mm ASPHALT
- 2 - 150mm BTB LAYER

SBH - HARBOUR MASTER		SBH - FINANCIAL MANAGER	
SIGNATURE	DATE	SIGNATURE	DATE
SBH - RISK MANAGER		SBH - ENVIRONMENTAL MANAGER	
SIGNATURE	DATE	SIGNATURE	DATE
SBH - SECURITY MANAGER		SBH - PROPERTY MANAGER	
SIGNATURE	DATE	SIGNATURE	DATE
SBH - CORPORATE AFFAIRS MANAGER		SBH - MARINE OPERATIONS MANGER	
SIGNATURE	DATE	SIGNATURE	DATE
SBH - MARKETING MANAGER		SBH - CHIEF FIRE OFFICER	
SIGNATURE	DATE	SIGNATURE	DATE

FOR APPROVAL

00	ISSUED FOR APPROVAL	2022-05-27
No.	DESCRIPTION / REVISIONS	DATE



PROJECT / AREA / ASSET / SUBJECT	
PORT OF SALDANHA	
MAIN PORT	
MOSS GAS SITE PRIVATE BAG X 1 SALDANHA TEL: (022) 703 5440	

DRAWING TITLE	
HAUL ROAD MAINTENANCE: SECURITY ENTRANCE TO RO PLANT	

DATE	2022-05-27	SBH - ENGINEER-IN-TRAINING	
SCALE	AS SHOWN	SIGNATURE	2022-05-27
DESIGNED BY	JM	SBH - CIVIL ENGINEER	
CHECKED BY	DK	SIGNATURE	2022-05-27
DRAWN BY	MvT	SBH - PORT ENGINEER	
APPROVED BY	JS	SIGNATURE	2022-05-31

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SHEET	CONSULTANT / CONTRACTOR DRW. NO.		
1 OF 1			

Safety, Health & Environmental (SHE) Specification for:

PROJECT DESCRIPTION: REPAIR OF THE HAUL ROAD AT THE PORT OF SALDANHA.

ISSUED: APRIL 2022

PREPARED BY: Safety, Health & Environmental (SHE)
Department, Private Bag X1, Saldanha, 7395

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1. Introduction

This specification development guideline identifies and encompasses the working behaviours and safe work practices that are expected of all Transnet SOC Ltd employees, Contractors, Consultant, Visitors and Suppliers, engaged on Transnet managed projects as required by Occupational Health and Safety Act (85 of 1993). (The “Act”)

The purpose of the abovementioned Specification is to:-

- Acquaint the Contractor about the need to determine the risks concerned with the specific project prior to making submissions to the Client for consideration of their request to do business with and within the Transnet National Port’s Authority (TNPA) Saldanha.
- Make sure that the Client’s Safety, Health and Environmental Specification are used as the basis for the drafting of the Contractor’s Safety, Health and Environmental Management Plan.
- Proactively the provided Safety, Health and Environmental Specification to be used as a Guideline to be followed by all Contractors to ensure mitigation measures are in place for the health and safety of all persons potentially at risk during the service delivery and that the environment is protected from any potential negative impacts that could arise as a result of the service delivery

2. Scope of Work

The scope of work entails the **repair of sections of the Haul road at The Port of Saldanha. The works will include removal of debris build up on the road, milling and disposal of milled material, followed by the placing of Bitumen Treated Base (BTB) layer and an asphalt wearing course layer and associated testing.**

CONTEXT

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

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

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

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

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

3. Abbreviations and Definitions

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

“Purpose of the Act” –

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

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

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

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

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

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

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

The certificate will reflect the -

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

The certificate will be issued without any alterations.

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

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

“OHS” means Occupational Health and Safety

“Section 37(2) Agreement” – means

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

“SHE” - means Safety Health and Environment

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

“TNPA” - means Transnet National Ports Authority

4. Responsibilities

4.1 TNPA SHE Department shall:

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

4.2 Client (TNPA)

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

4.3 Principal Contractor

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

4.4 Other Joint Responsibilities

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

4.5 Principal Contractor's General Duties

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

4.5.3. Legal Liabilities

Common Law and Legislation

Based on two main criteria –

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

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

5. Safety, Health and Environmental Risk Assessments

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

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

5.1. Arrangements for Controlling Significant Site Risks

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

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

5.2. Development of Risk Assessments

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

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

of and understanding the risks related to the job and preventative measures and controls.

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

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

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

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

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

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

1. Restricted working area
2. Exposure to dust
3. Exposure to hazardous chemical/material.
4. Exposure to noise
5. Pressure equipment
6. Uneven surfaces
7. Traffic /vehicle movement
8. Moving heavy duty equipment
9. Weather condition - dehydration and heat exhaustion
10. Protection from wet and cold conditions

5.3. Roles and Responsibilities for Risk Assessments

5.3.1. TNPA

The Port of Saldanha shall:

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

5.3.2. The Contractor shall

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

5.3.3. Other Requirements

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

7.4 Procedure

- 7.4.1 Prior to commencement of any project within the port boundaries, a Safety, Health and Environmental risk assessment shall be conducted to identify hazards and risks that could impact on the health and safety of employees, contractors and the environment on which they are working on.

- 7.4.2 Risk assessment is a document compiled to show the risks identified and the actions to be taken to eliminate or mitigate all the identified risks and all possible hazards and conditions that can pose a threat to the health and safety of any person.
- 7.4.3 A competent person must be appointed in writing to do all risk assessments.
- 7.4.4 A risk assessment will be compiled for every task to be performed, including:
 - a) Transportation of passengers,
 - b) Transportation of materials and equipment
 - c) Use of all equipment
- 7.4.5 No contractor will be allowed to do any work without a proper Risk Assessment.
- 7.4.6 A risk assessment will include: -
 - a) Risk identification.
 - b) Risk analysis.
 - c) Clear and understandable controls to prevent or mitigate risk.
 - d) Matrix and rating (to show low, medium and high risk)
- 7.4.7 For all risk assessments reflecting a high risk, a safe work procedure will be compiled.
- 7.4.8 A monitoring plan to show the process to be followed to ensure that there is compliance to the risk assessment and to determine whether the risk assessment is suitable to ensure safe working practices.
- 7.4.9 A review plan to show the process to be followed to determine under which circumstances a risk assessment will be reviewed to ensure safe working practices.
- 7.4.10 Every principal contractor / contractor will ensure that all risk assessments are training documents and it will be compiled in such a way that all risks and controls are clearly understandable.
- 7.4.11 All risks will be considered and addressed; therefore all risk assessments will be comprehensive.
- 7.4.12 A training attendance register reflecting the dates of training and the names and signatures of all trainees will be kept in the safety file.

5.4. Review of Risk Assessment

The Principal Contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and work methods and processes.

The Principal Contractor shall provide TNPA, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

5.5. Safe Operating/ Work Procedures

Specific Rule #1

DO NOT work in hazardous areas without proper procedure being followed

For every task to be performed including, but not limited to:

- a) Site establishment - Fire fighting / Evacuation & emergency procedures / Rubble & refuse removal/Stacking & storage / Housekeeping / Loading & off-loading.
- b) PPE - Issue and control / Uses.
- c) Work areas –/ Safe Access & egress / Backfilling / Compacting / / Lifting & rigging / Steel fixing / / Elevated work / Use of ladders

6. Occupational Health and Safety Management

6.1.1. Standard setting

- a) SHE goals for the project and arrangements for monitoring and review of SHE performance.
- b) The SHE standards to which the project will be carried out. These may be set in terms of statutory requirements or higher standards TNPA may require in particular circumstances.

6.1.2. Communication and cooperation

- a) Means for communicating and passing information between the project team (including TNPA and TNPA's representatives) the Designers, the Principal Contractor, other Contractors, workers on site and others whose health and safety may be affected;
- b) Arrangements for securing cooperation between Contractors for SHE purposes;
- c) Arrangements for management meetings and initiatives by which the SHE objectives of the project are to be achieved;
- d) Arrangements for consulting and coordinating the views of workers or their representatives.

6.1.3. Information and training for people on site

- a) Arrangements are to be defined by which the Principal Contractor will check that people on site have been provided with:
 - i. SHE information and training (including induction); and
 - ii. information about the project (e.g. relevant parts of the SHE Plan),
- b) Arrangements also need to be defined for:
 - i. project-specific awareness training;
 - ii. toolbox or task health and safety talks; and
 - iii. the display of statutory notices.

6.1.4. Welfare

The arrangements for the provision and maintenance of welfare facilities.

6.1.5. Site rules

Arrangements for making site rules, setting them out in the SHE Plan and bringing them to the attention of those affected. There may be separate rules for Contractors, Workers, Visitors and other specific groups.

6.1.6. Emergency procedures

Emergency arrangements for dealing with and minimising the effects of injuries, fire and other dangerous occurrences.

6.1.7. Reporting of incident information

Specific Rule # 2

Report all injuries and incidents occurring on site immediately to the TNPA Project Manager and SHE Department

Arrangements for passing information to the Principal Contractor about incidents, near misses, ill health and dangerous occurrences that regulating bodies are required to be notified of.

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
- ii. the health or safety of any person was endangered
- iii. where a dangerous substance was spilled



- iv. the uncontrolled release of any substance under pressure took place
- v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- vi. machinery ran out of control,

Report to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

6.2. Structure and Organisation of SHE Responsibilities

6.2.1. Overall Supervision and Responsibility for SHE

TNPA and/or its Agent on its behalf needs to ensure that the Principal Contractor implements and maintains the agreed and approved SHE Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

- a) The Chief Executive Officer of the Principal Contractor in terms of Section 16(1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- b) All OHS Act (85 /1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- c) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

6.2.2. Further (Specific) Supervision Responsibilities for SHE

Several appointments or designations of responsible and /or competent people in specific areas of work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Work Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

7. Safety, Health and Environmental File

The Principal Contractor shall keep a Health & Safety File on site at all times that must include all documentation as prescribed by TNPA and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

IMPORTANT:

The Health and Safety File will remain the property of TNPA and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to TNPA and/or its Agent on its behalf at the time of completion of the project.

The SHE File is a record of information, collected and kept throughout the project for TNPA or the end user. The information it contains alerts those who are responsible for the structure of the key SHE risks that will need to be dealt with during subsequent maintenance, repair and work (i.e. modifications).

9.1 The SHE file requirements are defined in terms of -

- a) layout and format;
- b) arrangements for the collection and gathering of information; and
- c) storage of information and whether it can be reused, recycled, or needs to be disposed of.

9.2 The SHE file will contain the following documentation;

- a) Letter of Good standing
- b) Organogram
- c) SHE Plan approved by client
- d) SHE Policy
- e) Risks Assessments including
 - i. Base line risk assessments
 - ii. Daily Site Safety declaration and deviations reporting
- f) Overall Control Register (Indicating all personnel information)
 - i. Induction Training
 - ii. Personal CV's
 - iii. A Personal file of each employee with the details and telephone numbers of his next of kin, doctor etc. on site
 - iv. I.D. documents and other documents.
 - iv. Certificates of medical fitness
 - v. PPE Issue control sheet
 - vi. Training Records, including SHE Induction
- i) Environmental Management
 - i. Waste Procedures etc.
 - ii. Spillage responsibilities
- j) Housekeeping
 - i. Procedure
 - ii. Plan etc.

- k) Personal protective equipment
 - i. Registers
 - ii. Records
 - iii. Training
 - iv. Signs
 - l) SHE Performance
 - i. Incidents, Stats & Analysis
- 9.3 This file will be kept on site and will be available at all times to TNPA and Department Of Labour
- 9.4 At completion of contract, the Health and Safety file will be included in the consolidated file and it will be handed over to the TNPA representative (Project leader/SHE Department).

8. SHE Inspections

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

8.1. Housekeeping

Good housekeeping will be maintained at all times. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a work site:

- a) Phase priorities and production/plant layout
- b) Enclosures
- c) Pits, openings and shoring
- d) Storage facilities
- e) Effective, sufficient and maintained lighting or illumination
- f) Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- g) Oil, grease, water, waste, rubble, glass, storm water
- h) Colour coding
- i) Demarcations
- j) Pollution
- k) Waste disposal
- l) Ablution and hygiene facilities
- m) First aid

This list must not be taken to be exclusive or exhaustive.

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

9. Personal & Other Protective Equipment (Sections 8/15/23 of the OHS Act)

The Contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Specific Rule # 3

Adhere to all the health and safety basic rules, standards and signals and always wear the required PPE (Personal Protective Equipment)

The contractor shall ensure that his/her employees are provided with appropriate personal protective equipment. These shall include but is not limited to;

- a) Hand protection
- b) Head protection

Specific Rule # 4

Head Protection (Hard Hat) Must Be Used In Accordance With SANS 1397; Only Hard Hats That Are Still In Force; I. E. The Replacement Timeframe Has Not Lapsed Are To Be Used On Site. (See manufacturers' marking on hard hat)

- c) Non-slippery shoes
- d) Service provider uniform
- e) Steel toe-capped footwear.
- f) Hearing protection SABS 1451 approved hearing protection
- g) Wearing of short trousers/pants not allowed

10. Infection Control

The contractor employees shall not be permitted to work if their body parts, in particular hands and arms have cuts.

The contractor employees shall be subject to TNPA first aid measures in cases of first aid cases being incurred at their workplace.

11. Equipment and Machinery

- a) All equipment and machinery shall be in good working order and compliant with legal requirements.
- b) Cleaning or repairing of equipment is not permitted in offices areas.
- c) All equipment shall be stored in designated areas and not haphazardly.
- d) In case of material being stored haphazardly TNPA SHE BU will issue a non-conformance report to the contractor, who will be required to reply within a specific period on corrective and preventative measures
- e) All equipment with a dangerous part must not be exposed, but adequately guarded as to prevent an employee to come in contact with the dangerous part.
- f) The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.
- g) The company is not responsible for the health and safety of a contractor's employees and/or for the loss of the contractor's equipment as a result of any cause whatsoever.
- h) Contractors shall provide their own equipment which must comply with the standards put down in the Occupational Health and Safety Act (85 of 1993).
- i) On no account are contractors or unauthorized employees permitted to operate TNPA cranes, hoists, lifts, or any other equipment including vehicles and forklift trucks. If the use of any of the above equipment is required, application must be made to the person in charge, i.e. the Project Manager or SHE Manager.

12. Tools and Equipment

- a) All tools and equipment must be inspected by the Supervisor/Safety before used on site.
- b) All equipment and machinery shall be in good working order and compliant with legal requirements.
- c) All equipment shall be stored in designated areas and not haphazardly.
- d) In case of material being stored haphazardly TNPA SHE BU will issue a non-conformance report to the contractor, who will be required to reply within a specific period on corrective and preventative measures
- e) All equipment with a dangerous part must not be exposed, but adequately guarded as to prevent an employee to come in contact with the dangerous part.
- f) The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.

- g) The company is not responsible for the health and safety of a contractor's employees and/or for the loss of the contractor's equipment as a result of any cause whatsoever.
- h) Contractors shall provide their own equipment which must comply with the standards put down in the Occupational Health and Safety Act (85 of 1993).

13. Training

The contents and syllabi of all training required by the OHS Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

13.1. SHE Induction Programme

- a) Before any commencement of work, all employees including contracting employees shall attend TNPA Safety, Health and Environmental Induction, prior starting with their respective working activities.
- b) The contractor shall contact TNPA for induction of his/ her employees.
- c) TNPA risks will be outlined in the induction programme.
- d) The induction shall be conducted, the Monday prior to the commencement of the works/contract.
- e) The induction will include a competency test of which the contractors' employees must obtain 80% to pass or be re-inducted.
- f) No employee or contractor will be allowed to enter TNPA, Saldanha before he/she undergoes induction.

13.2. General Induction Training

All employees of the Principal and other Contractors must be in possession of proof of General SHE Induction training.

13.3. Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

14. Periodic Medical

All employees of contractors working within TNPA, Saldanha shall undergo annual medical surveillance which will include:

- a) Hearing Tests
- b) Audio Tests
- c) Vision screening
- d) Lung functioning, and any other test deemed necessary by an professional medical practitioner

The contractor shall confirm in writing to TNPA, SHE that the intended employees to work at TNPA, Saldanha sites has been declared medically fit.

15. SHE Signage on plant and in buildings

The contractors employees shall comply with all SHE signage posted at various locations of TNPA, Port of Saldanha

16. SHE Objectives and Targets

TNPA, Saldanha target for disabling injuries (DI) is zero, and the contractor and his/her employees shall comply with this requirement by means of working safely.

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to TNPA and/or its Agent on its behalf on a monthly basis.

17. SHE Communication & Awareness

- a) TNPA, Saldanha SHE communication are channelled through TNPA, SHE BU.
- b) Monthly news flashes are communicated by e-mail and SHE notice boards
- c) The contractors' employees will refer to the SHE notice boards in their areas of work for SHE communication.
- d) Internal competitions will be held to test the level of understanding and knowledge with reference to SHE matters.
- e) The Contractor shall notify TNPA of any complaints lodged by a third party, and request appropriate information and measures to address such complaints. TNPA is responsible for maintaining a complaints register in which all complaints are recorded, as well as action taken. This register shall be available to the Contractor on request.
- f) SHE Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the SHE Committee as per the procedures determined by the SHE Committee.
- g) In addition to the above, communication may be directly to TNPA or his appointed Agent, verbally or in writing, as and when the need arises.
- h) Consultation with the workforce on SHE matters will be through their Supervisors and SHE Representatives ('SHE – Reps')
- i) The Principal Contractor will be responsible for the dissemination of all relevant SHE information to the other Contractors e.g. design changes agreed with TNPA and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

18. Incident/Accident Reporting & Investigation

- a) It is the responsibility of the Contractor to report the reportable incident/ Accident according to the OHS Act 85 of 1993 to the Department of Labour or SAMSA as stipulated within the Act
- b) The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- c) The contractor or a duly authorized representative shall form part of the investigation process
- d) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- e) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- f) The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the work site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- g) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- h) The contractor shall ensure that the recommendations upon acceptance are implemented successfully.

18.1. Accidents and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register.

The Principal Contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

18.2. Occurrences reporting & investigation

It is the responsibility of the Contractor to report the reportable incident/Accident according to the OHS Act 85 of 1993 to the Department of Labour or SAMSA as stipulated within the Act

The contractor or a duly authorized representative shall form part of the investigation process

The contractor shall ensure that the recommendations upon acceptance are implemented successfully.

The Principal Contractor shall provide TNPA with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

19. Insurance

The contractor shall effect at his own cost any insurance which he deem necessary in his own interest to cover lose and/or damage to the property of Transnet National Port Authority or a third party. The contractor shall within four weeks of the award of the contract submit to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums. These insurances shall be maintained in force for the duration of the contract and shall be affected with insurers and on terms approved by Transnet National Port Authority.

The Contractor will be required to certify that he does carry the following insurance cover for the full duration of the Contract:

- a) Contractor's property - the full value of all material, plant and equipment brought on to the site by the Contractor for the performance of his obligations in terms of the contract.
- b) Public liability - the contractor shall take out a public liability insurance policy in an amount of R10 000 000, 00 (Ten Million Rand) per occurrence on terms approved by Transnet NPA.

Such policy shall:

- i. be of full force and effect as from the commencement date;
- ii. not be cancelled or terminated by the contractor without the prior written consent of TNPA;

The contractor shall:

- i. pay the premiums for such insurance policy promptly on due date;
- ii. submit proof of payment to Transnet NPA if requested to do so;
- iii. Not do or cause to be done, any act or omission, which shall affect the validity of such insurance policy or cause its cancellation.

20. Security

The Contractor shall adhere to the Port security measures as enforced by TNPA. The contractor is responsible for the safeguarding of his own equipment and material while on site and/or working in the Port of Saldanha.

20.1. Access Control

To control entrance/exit of personnel, vehicles, equipment and materials on any project by implementing security systems.

Access control is the controlling of people, property and vehicles in and out of a secured area. Security is responsible for the issuing of access control cards. Should you want to take private property through the access control point, you have to declare the property at the gate.

Points of vehicle and pedestrian access to restricted areas shall provide the same level of physical protection as that provided at all other points along the secured perimeter. Gate hardware for security fencing shall be installed in a manner that will mitigate tampering.

Any property that you want to remove from the site, even scrap wood or empty containers must be accompanied by a waybill signed by a senior mine employee who is authorized to give such permission to remove these items.

When transport property between two access control points, ensure that the original of the waybill is handed in at the exit point and a copy is handed in at the entry point. Do not enter a security area except through a gate controlled by security.

Vehicle permits are also issued by security, after the safety officer declared that your vehicle is roadworthy. Your supervisor will approve your application and then only will you be issued with a vehicle permit

21. Environmental Management Plan

The contractor must comply with all applicable environmental legislation at all time in the work site. The contractor must ensure compliance with the Transnet Group SHEQ Risk Management Policy Statement.

The Contractor shall submit, for TNPA review, an Environmental Management Plan (EMP) which provides in detail measures to be implemented to manage and prevent environmental impacts associated with the planned works. This EMP must be submitted well before commencement of planned works, and must include, but shall not be limited to the following aspects:

- a) Description of scope of planned works;
- b) Description of appointments, roles and responsibilities of relevant staff that will ensure implementation of environmental management during execution of planned works;
- c) Management and communication (reporting, etc.) arrangements during execution of planned works;
- d) Site establishment arrangements, explained in a proper method statement, including details on facilities and equipment to be installed/used;

- e) Waste management during execution of planned works (identification, handling and disposal of general and hazardous waste);
- f) Maintenance, repairs and servicing of equipment and plant;
- g) Refuelling of plant and equipment
- h) Storm water and run-off management;
- i) Groundwater management/prevention of contamination;
- j) Hazardous substances management (identification, handling, storage and disposal of hazardous waste);
- k) Effluent monitoring;
- l) Spill response measures;
- m) Dust control/management
- n) Noise control/management
- o) Rehabilitation measures;
- p) Inspection, auditing and monitoring measures to be implemented during execution of planned works.

The Contractor is made aware of the following specifics:

21.1. Licensing and Permits

Any activity that requires a licence, permit of authorisation from the Port Authority or any Government Authority that is prescribed by legislative requirements must be obtained before the undertaking of the work. The contractor shall strictly comply with conditions and requirements pertaining to the issue of such permits. The contractor shall ensure compliance to these licences, permits or authorisations at all times. These include, but are not limited to the following;

- a) SHE Site Access Permit
- b) Security Site Access Permit
- c) Isolation/lock out
- d) Hot work permit

Specific Rule # 5

All Hot work on site requires a HOTWORK PERMIT. The latter is issued by the Transnet National Ports Authority Fire department. Contact 022 703 4330/1/8

- e) Working at height (above 2 meters)

Specific Rule # 6

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

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

21.2. Waste management

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

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

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

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

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

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

21.3. Indigenous plants and animals

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

22. Transportation

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

23. General Site Procedures

Servicing and fuelling should preferably occur off site.

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

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

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

23.1. General Inspection, Monitoring and Reporting

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

23.2. Contractor's audits and inspections

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

23.3. Other audits and inspections by TNPA

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

23.4. Recording and review of inspection results

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

23.5. Review

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

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

24. Site Rules and other Restrictions

24.1. Site SHE Rules

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

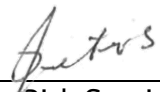
When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

25. Records

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

Issued by: SHE Department, Port of Saldanha

Approved by:


Netaneel Pieters- Risk Specialist

11 April 2022
Date



Transnet

**Principal Controlled Insurance Manual
(PCI)**

Contract Works

Contractors Public Liability

Professional Indemnity

To be used for construction related projects with a value of less than R1 billion.

For use by the Insured parties

Updated 2022 2023

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1 Introduction

Transnet SOC Limited insures all Projects / Contracts on a Principal Controlled Insurance Programme basis (including the Assembly and/or Erection of Plant and Machinery) in respect of Contract Works, Contractor's Public Liability and Contract Professional Indemnity and cover extends to Contractors and/or Consultants to the extent that Transnet contractually undertakes to arrange such insurance for their benefit.

The program is designed to effectively manage insurable construction risks.

Please note that this manual serves as a reference only, and does not in any way override, derogate or supersede the conditions of contracts or other agreements entered into, or the terms and conditions of the policies of insurance, which have been arranged by or on behalf of Transnet SOC. This manual must not be regarded as a substitute for the policy documents nor be construed as a legal interpretation of the protection afforded.

1.1 Benefits of the PCI Insurance Program

- 1.1.1 Transnet and its Operating Divisions wish to control the risk exposures in the case of Construction Insurance.
- 1.1.2 Transnet, as a large organization, bulk-buys insurance resulting in preferential rates and comprehensive cover.
- 1.1.3 Eliminates potential problems, which usually occur when individual Contractors are responsible to arrange separate insurance.
- 1.1.4 Includes the Contractor/s and/or Subcontractor/s and/or Consultant/s as insured parties where Transnet contractually undertake to arrange cover on their behalf.

1.2 Administrative Arrangements

1.2.1 Projects falling outside the scope of PCI

- a) The Operating Divisions must declare projects, which are excluded from the PCI programme, prior to the commencement of such contract.
- b) This declaration must be made to Group Insurance and the Transnet broker.

- c) To declare the value of a contract for contracts involving assembly or erection of plant and machinery or repairs maintenance or overhaul thereto, THE FULL NEW REPLACEMENT VALUE OF THE PLANT/MACHINERY involved must be declared AND NOT ONLY THE CONTRACT VALUE, for example:
 - Cranes (repairs or final assembly)
 - Machinery being moved
 - Maintenance or new works on existing Transnet National Port Authority Vessels whilst moored or in dry dock.
- d) Contract value must include the replacement value of any Free Issue Material provided.

1.2.2 Tender Stage of Contracts

- a) It is important that Tender documents and finalised contract documents reflect the fact that Transnet as the Principal/Employer arranges certain covers which incorporates cover on behalf of Contractors and / or Subcontractors and/or Consultants.
- b) The arrangement of PCI Insurance by Transnet does not relieve the contracting parties of their contractual obligations such as care of the works and liabilities to third parties.
- c) The cover provided, including limits of insurance purchased, should be clearly spelt out in the Tender documents and finalised. Contract documentation including the deductible(s) that are applicable and the fact that Contractor and/or Subcontractor and/or Consultants are responsible for the payment of such deductible(s).

1.2.3 Contracting outside the Territorial Limits

- a) If Contracts are to take place in any territories outside of South Africa, the broker needs to be advised of the same at feasibility stage.
- b) Due to the more stringent legislation regarding insurance in African countries, that the majority of territories within Africa make it compulsory to insure in country with an admitted insurer, in such territory as approved by the local insurance commissioner.

1.2.4 Additional Insurances that can be included in the PCI CW policy if needed (Optional)

Marine Transit Cover	Covering imports until delivered and checked on site
Removal of Lateral Support	Covering legal liability incurred as result removal of, weakening of, or interference with support to land or property or buildings adjacent to, on or in the vicinity of the Contract site.

1.2.5 Information to be shared with all Insured parties

a) **Warranties** (refer to relevant section in this manual)

It is essential that the Warranties be brought to the attention of the contractor and their sub-contractors as well as any other party involved in the contract/project being undertaken.

Where the special conditions concerning the warranties are not practical, specific arrangements for cover can be made with underwriters. It will require detailed underwriting information and an additional premium may be charged.

If any insured party does not conform to any of the insurers Warranties, then cover provided by the policy will be forfeited.

b) **Deductibles** (refer to relevant section in this manual)

The deductible is payable by the contractor as per the contract between Transnet and the Contractor.

The deductibles may change from time to time and it is the contractor's responsibility to obtain the latest deductible structure.

c) **Claims Management** (refer to relevant section in this manual)

Incidents that might lead to an insurance claim must be reported as soon as possible.

Claims must be notified within 30 Days after incident.

Claims must be notified to the Projects Manager, OD Insurance office and broker.

2 PCI Insurances Arranged by Transnet

2.1 Insurance Cover Applicable to All Contracts other than Excluded Contracts

2.1.1	Contract Works Cover	Covering physical loss or damage to the works, temporary works and materials for incorporation into the works whilst in transit, temporary storage and whilst in the course of erection at the contract site within the Republic of South Africa.
2.1.2	Contractors Public Liability Cover	Covering legal liability for damage to third party property and/or injury to or death of third party persons arising out of or in connection with the performance of the works on the contract site or sites designated for purposes of the performance of the contract.
2.1.3	Professional Indemnity	Covering legal liability as a result of neglect, error or omission of the insured in the execution of their professional activities.
2.1.4	Riot / Strike/ Terrorism Cover (Contract Works)	Provided by SASRIA (South African Special Risks Insurance Association) in respect of risks within the Republic of South Africa.

3 Claims Administration

All incidents that could give rise to claim under the Principal Controlled Insurances have to be reported to the Broker / Insurer within a **30 (Thirty) day** period. Failing this, claims will not be entertained.

3.1 Engagement of Nominated Loss Adjusters for Contract Works Claims

The broker is authorised to appoint a Nominated Loss Adjuster to investigate and quantify losses that are potentially indemnifiable under the Policy.

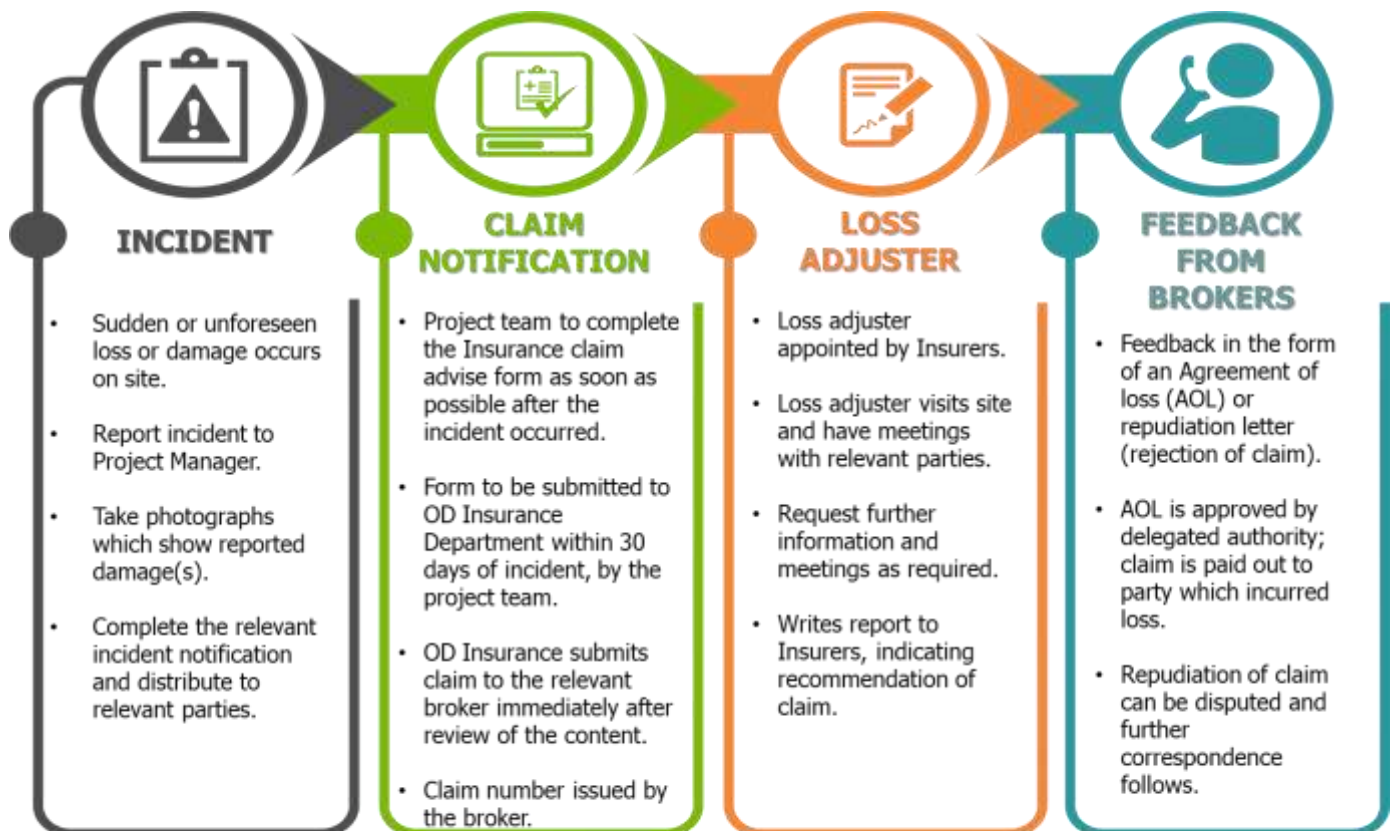
3.2 Insurance Claims Principals

- 3.2.1 Losses involving theft or malicious damage must be reported to the police and a police case number obtained and recorded.
- 3.2.2 The Employer, Contactor(s) or Sub-Contractor(s) shall allow free access for Insurers' Loss Adjuster(s) and / or Employer's Insurance Broker for the purpose of investigation and assessing the loss or damage.
- 3.2.3 The Employer, Contractor(s) or subcontractors shall not deal directly with the Insurers other than by co-operating with their Loss Adjuster(s) and / or the Employers Insurance Broker's request.
- 3.2.4 The Employer, Contractor or Sub-Contractor shall make no Admission of Liability in the event of damage, loss or injury to third party property or persons.
- 3.2.5 Letters of demand or summonses from claimants should be forwarded to the Transnet Broker through the Group Insurance office immediately upon receipt.
- 3.2.6 In the event of immediate repairs being necessary in the interest of safety, the Contractors may with the Employer's permission proceed with such repairs.
- 3.2.7 Other than, in the circumstances described above the Contractor shall not proceed with the making good of any loss without the prior authorization of the Employer who shall advise the Insurer's appointed Loss Adjuster(s) and the Transnet brokers.
- 3.2.8 Upon commencement of the making good of any loss, the Contractor shall keep separate records of the costs involved in making good such loss and these records must be authenticated by the Employer for submission to the Insurer's or their Loss Adjuster(s). Such records shall include, inter alia, the entire cost of labor, materials, transport and equipment.
- 3.2.9 Upon the amount of the loss or damage being agreed upon by the Loss Adjuster(s) and

Transnet / the Contractor, the Contractor and Transnet will sign an "Agreement of Loss" (AOL) form.

- 3.2.10 The amount agreed upon by the Insurers, the Insurers shall pay the Contractor and the Employer to the Employer net of the deductible, who will arrange for the payment to be made to the Contractor as appropriate after deduction of the first amount payable.

3.3 Insurance Claims Process



4 Summary of Contract Works Insurance

4.1 Scope of Cover: Contract Works

Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works and as may be more fully described in the Policy.

4.2 The Insured Party (ies)

4.2.1 As Employer and Named Insured:

Transnet (SOC) Limited, and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

4.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

4.2.3 Sub-Contractors:

- a) All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract); and

4.2.4 To the extent required by any contract or agreement;

- a) 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;
- b) 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 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;
- c) any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract;
- d) all for their respective rights and interests

4.3 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.

4.4 Territorial Limits

The Republic of South Africa.

4.5 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 R500,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

4.6 Definitions

- 4.6.1 **"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. "Off-Shore 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.
- 4.6.2 **"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;
- 4.6.3 **"Dam Contracts"**, which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;
- 4.6.4 **"Horizontal Directional Drilling Contracts"**, means micro-tunneling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.
- 4.6.5 **"Tunnels"** means Tunnels (Including declines) involving all of the following;
- a) Works below ground level; and
 - b) tunneling machinery below ground level; and
 - c) a tunneling crew operating the machinery below ground level;
 - d) But shall not include Horizontal Directional Drilling Contracts.
- 4.6.6 **"Horizontal Directional Drilling Contracts"**, means micro-tunneling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.
- 4.6.7 **"Underground Mining Contracts"**, which shall mean any contract involving underground mining.
- 4.6.8 **"normal action of the sea"**, Normal action of the sea means the state of the sea, which manifests itself up to No. 8 on the Beaufort scale, or the state of the tides, current and wave action of the sea, which must be statistically expected to occur once during a 10 year period, whichever is the more onerous.
- 4.6.9 **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).

- 4.6.10 **Minor Perils** shall mean damage caused by a peril no defined as Major Perils defined above.
- 4.6.11 The Deductible (excess) is the amount, which the Contractor and/or Sub-Contractor and/or Professional (i.e. Consulting Engineer, Architects and Other Professionals) are responsible, this obligation must be reflected in the Tender and/or Contract Documents, and the responsibility for same made clear.

4.7 Testing Period

Limited to 120 Days (not necessarily consecutive).

4.8 Maintenance/Defects Liability Period

Limited to a maximum of 24 Months

4.9 Main Policy Extensions

- a) Costs & Expenses - Limited to maximum of R50,000,000.
- b) Expediting Measures – Limited to a maximum of R50,000,000.
- c) Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- d) Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- e) Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- f) Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- g) Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000.
- h) Public Relationship Costs - Limited to a maximum of R1,000,000.
- i) Records - Limited to a maximum of R2,000,000.
- j) Removal to Gain Access - Limited to a maximum of R20,000,000
- k) Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- l) Search & Locate Costs - Limited to a maximum of R20,000,000.
- m) Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- n) Escalation during Construction – 30%
- o) Marine Contribution Clause
- p) Claim Preparation Costs – Limited to a maximum of R10,000,000

4.10 Special Conditions/Warranties

4.10.1 Open Trench Limitation

Open trench is defined as any trench and / or material therein until compacted to top of trench level.

Open Trench limitation - loss or damage to open trench work is limited to the cost of the equivalent of 5,000 meters of such open trench. If the length of such open trench exceeds the above limitation of 5,000 meters then the Insurer shall only be liable to indemnify the Insured for a maximum of 5,000 meters.

In addition to the above, the following additional deductibles will apply over and above the deductibles stated in The Schedule in respect of the cost of that portion of any claim relative to open trench.

- a) Exposed length exceeding 1,000 meters but not exceeding 3,000 meters – an additional amount of 20% of loss subject to minimum of R50, 000.
- b) Exposed length exceeding 1,000 meters but up to a maximum of 5,000 meters –an additional amount of 20% of the loss subject to a minimum of R100,000,

As demonstrated below:

Up to 1,000 meters	deductible as stated in The Schedule.
Up to 3,000 meters	deductible as stated in The Schedule plus in excess of 1,000 meters up to a maximum of 3,000 meters an additional 20% of loss minimum R50,000
Up to 5,000 meters	deductible as stated in The Schedule plus in excess of 1,000 meters up to a maximum of 5,000 meters an additional 20% of loss minimum R100,000.

- 4.10.2 **Unsealed/ Un-Primed Base Course Limitation** -loss or damage to unsealed or unprimed base course is limited to the cost of the equivalent of 5,000 meters of such unsealed or unprimed base course. If the length of such unsealed or unprimed base course exceeds the above limitation of 5,000 meters then the Insurer shall only be liable to indemnify the Insured for a maximum of 5,000 meters.

In addition to the above, the following additional deductibles will apply over and above the deductibles stated in The Schedule in respect of the cost of that portion of any claim relative to unsealed or unprimed base course.

- a) Exposed length exceeding 1,000 meters but not exceeding 3,000 meters – an additional amount of 20% of loss subject to minimum of R50,000.
- b) Exposed length exceeding 1,000 meters but up to a maximum of 5,000 meters – an additional amount of 20% of the loss subject to a minimum of R100,000

4.11 Main Policy Exclusions

The Policy Excludes:

- a) War
- b) Nuclear Energy Risks
- c) Terrorism
- d) Computer Loss General Exception
- e) DE4 (All types of Works) for defective material workmanship design plan or specification.
- f) LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- g) Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- h) occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- i) Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- j) Consequential loss of whatsoever nature.
- k) Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- l) Due to its own explosion breakdown or derangement occurring after the Testing Period, which has operated under load conditions.
- m) Second hand property due to its own electrical or mechanical breakdown or explosion.
- n) Covid 19 and infectious diseases.

4.12 Deductibles

The following Deductibles apply per occurrence. In respect of loss or damage:

Contracts with a contract value:	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
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

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

4.12.2 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

4.13 Synopsis of Contract Works Cover

The insurers will indemnify the Insured against physical loss of or damage to any part of the Property Insured:

- a) during dismantling of property in connection with the Insured Contract;
- b) during transit including loading, unloading and temporary storage;
- c) during preparation of the Contract Site and while the Property Insured is on the Contract Site until completion of and transfer of risk in the whole of the permanent works under the Insured Contract to the Employer.
- Where testing and commissioning of the Property Insured is conducted by the Employer "completion" for purposes of this insurance shall be deemed to occur only after successful completion of all testing and commissioning of the whole of the permanent works under the Insured Contract.
- To the extent that the permanent property insurances arranged by the Employer indemnify the Insured for completed portions of the Property Insured prior to completion of the whole of the permanent works under the Insured Contract, this

insurance in respect of such completed portions of the Property Insured shall cease except as provided below.

- Work uncompleted or outstanding in terms of any certificate of completion, certificate of handover or similar document shall continue to be insured until its completion and the inception of the maintenance or defects liability period (as may be described in the Insured Contract) for such uncompleted or outstanding work where after the provisions of 4 below shall apply in respect of such work;
- d) during the maintenance or defects liability period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage:
- arising from a cause occurring prior to commencement of such period of maintenance or defects liability period; or
 - arising from any act or omission of the Insured their servants agents suppliers or sub-contractors in pursuance of the Insureds obligations; or
 - For which the Insured Contractor is responsible under the Insured Contract.
- This limitation of cover shall only apply to the particular contractor who has handed over any part of the permanent works.
- e) Where any of the Property Insured is replaced or renewed during any maintenance or defects liability period the maintenance or defects liability Period of Insurance in respect of such replaced or renewed Property Insured shall be deemed to be extended to include any extended period for which the Insured is responsible.
- f) Where the Insured Contract does not set out specific maintenance provisions, the Employer shall be deemed for purposes of this Section to be indemnified for loss or damage:
- having its cause prior to the commencement of the deemed maintenance or defects liability period, or
 - Occurring in the course of or in connection with repair reinstatement or replacement of property during such period or any act or omission of the Insured in the course of work carried out in pursuance of any obligations under the Insured Contract.

Provided that such deemed period does not exceed 24 months.

4.14 Cover Limitations/ Warranties/ Special Conditions under the Contract Works Policy

4.14.1 Laid Pipes Warranty

- a) Pipes with a diameter not exceeding 500mm are to be end capped on the termination of each day's work to avoid ingress of mud, silt, water, debris, detritus and the like.
- b) Pipes with a diameter exceeding 500mm are to be capped on the termination of each day's work with steel mesh to allow ingress of water to avoid floatation but avoiding ingress of large debris or detritus.

4.14.2 Rail Track Re-Profiling Warranty

- a) The maximum speed of any grinding unit shall not exceed 11.00km per hour.
- b) All Guards, Curtains, Spark Deflectors are to be in place and correctly positioned prior to the commencement of each grind.
- c) Maximum grinding distance in any one execution shall not exceed 10,000 meters.
- d) Any changes in prevailing weather conditions must be recorded and appropriate remedial action taken.
- e) The Insured Parties are to comply with all Fire Fighting requirements as set out in the Project Specification for Track Maintenance with an on Track Grinding / Profiling Machine and any amendments / deviations to this Project Specification are to be advised to the Insurer prior to work being undertaken.

4.15 Used Plant – Basis of Loss Settlement

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

4.16 Special Conditions Concerning the Construction of "Wet Risks"

Insurers shall not indemnify the Insured in respect of the expenses incurred for the following:

- 4.16.1 Loss or damage to berths, wharves, jetties and the like caused by their subsidence or sinking. However, this exclusion shall apply only to those works, which have been incorrectly executed. The burden of proof to show that said works have been correctly executed shall be on the Insured;
- 4.16.2 normal action of the river / *sea;
- 4.16.3 loss of or damage to more than 400m of uncompleted or unprotected seawall, quay or other marine structure;
- 4.16.4 loss damage or liability due to soil erosion, dredging or re-dredging unless necessary to reinstate indemnifiable loss or damage;
- 4.16.5 lost or damaged fill material;
- 4.16.6 replacing or rectifying piles or retaining wall elements;
 - a) which have become misplaced or misaligned or jammed during their construction;
 - b) which are lost or abandoned or damaged during driving or extraction;
 - c) which have become obstructed by jammed or damaged piling equipment or casings.
- 4.16.7 rectifying disconnected or de-clutched sheet piles;
- 4.16.8 any leakage or infiltration of material of any kind;
- 4.16.9 as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity;
- 4.16.10 for reinstating profiles or dimensions unless necessary to reinstate indemnifiable loss or damage;
- 4.16.11 loss or damage to any floating and other equipment such as caissons, barges and the like and liabilities therefrom;
- 4.16.12 any mobilisation / demobilisation and / or other costs which arise for standby / waiting on weather or offshore construction equipment, except costs exceeding R2,500,000 which arise following physical loss or damage to insured works;
- 4.16.13 loss or damage to pulling wires, anchors, chains and buoys;

- 4.16.14 loss or damage due to impact of shipping unless the Insured cannot obtain an admission of liability from the insurer of the ship owners or identify the responsible vessel, in which case this policy will be obligated to indemnify the Insured;
- 4.16.15 Marine liability.

4.17 Warranties relating to the Construction of "Wet Risks"

The insured shall where practical:

- 4.17.1 receive daily weather updates from the local meteorological office during the period of insurance and make continuous contact to the local meteorological office within 12 hours' notice of an imminent storm; and
- 4.17.2 Make navigation distance for public traffic to work site minimum 200m.

4.18 Special Conditions Concerning Piling Works

The Insurers shall not indemnify the Insured in respect of expenses incurred:

- 4.18.1 for replacing or rectifying piles or retaining wall elements
- which have become misplaced or misaligned or jammed during their construction,
 - which are lost or abandoned or damaged during driving or extraction, or
 - which have become obstructed by jammed or damaged piling equipment or casings,
- 4.18.2 for rectifying disconnected or declutched sheet piles,
- 4.18.3 for rectifying any leakage or infiltration of material of any kind,
- 4.18.4 for filling voids or for replacing lost bentonite,
- 4.18.5 as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
- 4.18.6 for reinstating profiles or dimensions unless necessary to reinstate indemnifiable loss or damage

The above shall not apply to loss or damage caused by natural hazards.

4.19 Serial Losses in respect of Locomotives and Rolling Stock

If the development of a defect in any electrical or mechanical plant manufactured by or for the Insured for Locomotives or Rolling Stock shall indicate or suggest that a similar defect exists in any other item of such plant insured under this policy the Insurers reserve the right to suspend the insurance in respect of loss or damage due to or arising out of the said defect unless the Insured shall forthwith investigate and if necessary rectify as soon as is reasonably practical the defect in such property at his own expense.

4.20 Cessation of Work

If from any cause work ceases on the site of the Contract for a continuous period in excess of 90 (Ninety) days immediate notice in writing must be given to the Insurer(s) with the details of completed and outstanding work and the Insurer(s) on the receipt of such notice may at its discretion agree continuation of this insurance at special terms to be agreed.

5 Contract Works SASRIA Summary

5.1 Indemnity

The Contract Works SASRIA cover is subject to the Underlying Contract Works policy being current and valid at the effective date as stated in the Schedule Sasria will by payment or at its option by reinstatement or repair indemnify the insured during the period of insurance up to an amount not exceeding the total sum insured or R500 000 000 (five hundred million Rand) (Including VAT) in the aggregate whichever is less against loss of or damage to the property insured directly related to or caused by :

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

5.2 Policy Exceptions

The policy does not cover:

- 5.2.1 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;
- 5.2.2 loss or damage resulting from total or partial cessation of work, or the retardation or interruption of cessation of any process or operation;
- 5.2.3 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority;
- 5.2.4 In respect of the Contract Works and Materials:
The first amount payable by the Insured, arrived at by calculating 0,100% of the Contract Value of the specific contract for which a claim is made with a maximum first amount payable of R25,000 and will apply to each and every theft loss.
- 5.2.5 Nuclear/Chemical/Biological Terrorism Exclusion where the policy does not cover loss (es) in

any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

5.3 Special Conditions

All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:

- a) Exception A(ii), A(iii)(b), A(iv), A(v) and A(vii) to the extent that A(vii) refers to A(i); A(iii))b), A(iv), A(v) and A(vi); and
- b) The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the
- c) The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. It does not automatically incorporate the Extensions.

The following extensions and limits will apply to the SASRIA cover noting that these limits are not in addition to the maximum limit of indemnity of R500 million in the aggregate during the policy period:

Costs & Expenses	R 50,000,000
Surrounding Property	R 55,000,000
Surrounding Property - Worked Upon	R 55,000,000
Professional Fees	R 50,000,000
Expediting Expenses	R 50,000,000
Surrounding Property - Watercraft	R 55,000,000
Fire Brigade/Public Authorities	R 20,000,000
Public Authorities Reinstatement	R 10,000,000
Road Reserve & Servitude Extension	R 10,000,000
Documentation	R 2,000,000
Claims Preparation Costs	R 10,000,000
Public Relations Expenses	R 1,000,000
Security/Protection Costs	R 8,695,652

5.4 Additional Contract Works Excess of Loss Cover

In addition to the R500 million (VAT Inclusive) limit of indemnity provided by the above primary Contract Works SASRIA cover, Transnet have purchased an additional Excess Of Loss coupon from SASRIA for a limit of indemnity of R1 billion (VAT Inclusive) in the aggregate in excess of the primary R500 million (VAT Inclusive) limit of indemnity.

6 Contractors Public Liability Insurance Summary

6.1 Cover Provided

Legal Liability to pay as compensation for and in consequence of:

- a) Death of, injury to, illness, or disease contracted by any person.
- b) Loss of / or physical damage to tangible property.

Occurring during the period of insurance and arising out of or in connection with the performance of the Insured Contracts.

6.2 The Insured

6.2.1 As Employer and Named Insured:

Transnet (SOC) Limited, and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

6.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

6.2.3 Sub-Contractors:

- a) All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract); and

6.2.4 to the extent required by any contract or agreement;

- a) 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;
- b) 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;

all for their respective rights and interests.

6.3 Territorial Limits

The Republic of South Africa.

6.4 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.

6.5 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 Defense 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.
Emergency Medical Expenses	R5 000 000 any one occurrence
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.

6.6 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.

6.7 Main Policy Exceptions

- 6.7.1 The amount of the policy deductible;
- 6.7.2 Death or injury to own employees;
- 6.7.3 Motor vehicle liabilities under legislation or as defined in Multi-lateral Motor Vehicles Accident Fund No. 93 of 1989 as amended;
- 6.7.4 Arising out of the ownership, hire leasing or operation of any airport, airstrip or helicopter pad;
- 6.7.5 Property belonging to the Insured or in his care custody and control;
- 6.7.6 Property forming part of Contract Works;
- 6.7.7 Fines, penalties, punitive and exemplary damages;
- 6.7.8 Rectification of the works arising out of design, formula, specification, supervision, treatment or advice given for a fee;
- 6.7.9 Gradual pollution and contamination;
- 6.7.10 Ownership hiring or leasing of any aircraft, watercraft or hovercraft;
- 6.7.11 War, terrorism, asbestos and nuclear risks; and
- 6.7.12 Professional Indemnity.
- 6.7.13 Covid 19 and infectious diseases.

7 Project Professional Indemnity Insurance Summary

7.1 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.

7.2 The Insured

7.2.1 As Employer and Named Insured:

Transnet (SOC) Limited and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

7.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

7.2.3 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

7.2.4 to the extent required by any contract or agreement;

All 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

all for their respective rights and interests

7.3 Jurisdiction

Worldwide excluding North America

7.4 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.

7.5 Policy Retroactive Dates

- 1 July 1995 Transnet Limited
- 16 January 2006 HMG Joint Venture
- 1 April 2008 Limit of Indemnity R200 000 000 per occurrence but R400 000 000 in the aggregate
- 1 April 2010 Deductible R1 000 000 (R300 000 prior to 1 April 2010)
- 1 April 2014 Deductible R2 000 000

7.6 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.

7.7 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.

7.8 Deductibles

7.8.1 The deductibles are noted as follows:

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

7.9 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.

7.10 Policy Main Exclusions

- 7.10.1 Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- 7.10.2 Excludes Supervision.
- 7.10.3 Excludes liability arising out of environmental impairment / pollution
- 7.10.4 Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- 7.10.5 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
- 7.10.6 Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other non-compensating damages of any kind.
- 7.10.7 Excludes liability from the hazardous nature of asbestos.
- 7.10.8 Excludes medical malpractice.
- 7.10.9 Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- 7.10.10 Excludes failure to meet completion dates
- 7.10.11 Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- 7.10.12 Excludes incorrect authorisation of payment.
- 7.10.13 Excludes breach of any statutory regulation.
- 7.10.14 Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- 7.10.15 Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- 7.10.16 Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions act
- 7.10.17 Sanctions Exclusion
- 7.10.18 Covid 19 and infectious diseases.

Annexure 1 – Incident Advice Form

All incidents have to be reported within 10 days of occurrence

SEND A COPY OF THIS DOCUMENT TO THE INSURANCE DEPARTMENT WITHIN YOUR OD/ SPECIALIST UNIT.

Insurance claim advice form

Principled Controlled Insurance 2022-2023

DETAILS OF PROJECT / CONTRACT

Project number: _____

Project Name: _____

Site Physical Address: _____

Name and contact details of Project Manager: _____

Name and contact details of person who can be contacted in regards to this claim:

Main Contractor or Sub-Contractor: _____

Value of the Project / Contract at time of award: _____

Free issue material value (if not included in the value above): _____

Project / Contract Start Date: _____

Estimated End Date: _____

LOSS / DAMAGE OF PROPERTY CLAIMS (CONSTRUCTION WORK)

Date of Incident: _____

Description of loss or damage: _____

Possible cause of the loss / Party responsible for the loss: _____

Estimated value of the loss: _____

In the event of theft – Police case number and name of Police Station incident was reported to:

PUBLIC LIABILITY CLAIM (I.E. 3RD PARTY INVOLVED IN THE INCIDENT)

Describe the incident, which might lead to a public liability claim:

Estimated value of the claim: _____

Details of third party (list all possible details of third party i.e. name, contact details, company name etc.)

Attach the Following to this claim submission:

- 1 Cost breakdown of the estimated claim amount (even if it is only a guestimate at reporting time)
- 2 Documentation supporting the claim e.g. photos, reports etc.

I/We warrant that the foregoing information provided is true and correct and that no information has been withheld in respect of the incident. I/We undertake to advise the Insurance office in writing in the event of any changes to supplied information and in the event of recovery of any part of the property forming the subject of this claim.

Signature _____ Name _____

Capacity: _____ Date _____

Claim form to be submitted to the Insurance Office of the relevant Operating Division or Specialist Unit.

Note:

Claim must be notified within 30 days of the incident. Attach additional pages if space provided is not sufficient.

Supply as much detailed information as possible during notification. If information is not available indicate such on the form.

INSURANCE ADMINISTRATION

Unique Claim Number: _____

TOMS: _____

Broker Claim Number: _____

Date Received from Project: _____

Date Submitted to Broker: _____

Loss Adjuster: _____

Agreement of Loss Date and Value: _____



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 Fax : +27 (0) 86 632 3980
 Email : info@sankofaib.co.za
 Website : www.sankofaib.co.za

Post : Postnet Suite 221, Private Bag X51, Rivonia, 2128
 1st Floor, Block E, Edenburg Terraces, 348 Rivonia Boulevard, Rivonia, 2128

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 2022 to 31 March 2023 (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) P O Box 72501, Parkview, 2122

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 and persons providing a storage facility, 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 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.
- 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 15% of the total estimated contract value.
- 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 oxidation.
- 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.
- Communicable diseases

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	R 15,000
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.

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 projects (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 project works;**

- a) 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) 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) in or on any aircraft; and
- f) being 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.
Emergency Medical Expenses	R5 000 000 any one occurrence
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 R150 000 Removal of Support.

Main 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
- Excluding unfair dismissal
- Data exclusion
- COVID Exclusion

PROFESSIONAL INDEMNITY

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 projects (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 project works:**

- 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) 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) in or on any aircraft.
- f) Being 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
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

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

"HOW TO" GUIDE FOR BIDDERS

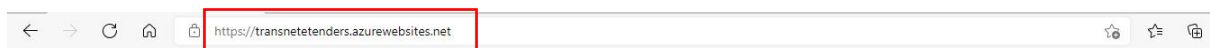
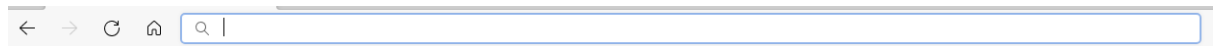
REGISTER ON ETENDER PORTAL

ACCESS TENDERS

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

Go to Google Chrome 

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



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



Sign in with your email address

[Forgot your password?](#)


[Sign in](#)

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

If not already registered, click on Sign up now.


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

[Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

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


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

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

Send verification code

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

< Cancel



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

abc@gmail.com

Verification Code

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

Verify code

Send new code

Forgot your password?

Sign in

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

Then click on Sign in

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

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

HOME **ADVERTISED TENDERS** MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING (with user icon) SIGN OUT

ADVERTISED TENDERS

Open Tenders

Other Tenders

Show

▼

 entries

Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
------------------	-------------	-------------	------------------	--------------	---------------

To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

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

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

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

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

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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


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

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

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



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

ADVERTISED TENDERS

Open Tenders
Other Tenders

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

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

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

ADVERTISED TENDERS

Open Tenders
Other Tenders

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

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

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

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

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

TENDER DETAILS

Tender Details

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

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

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

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

Log An Intent To Bid
☐

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

Tender Details

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

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

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

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

Log An Intent To Bid
☒

Submit Intent **Cancel**

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type

Contact Person

Contact Person Email Address

Date Published

Closing Date

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

Close

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

Briefing Session

Closing Date

4/13/2022 10:00:00 AM


Attachments

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

Log An Intent To Bid

☒

Submit Intent Cancel



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

MY SUBMISSION INTENTS

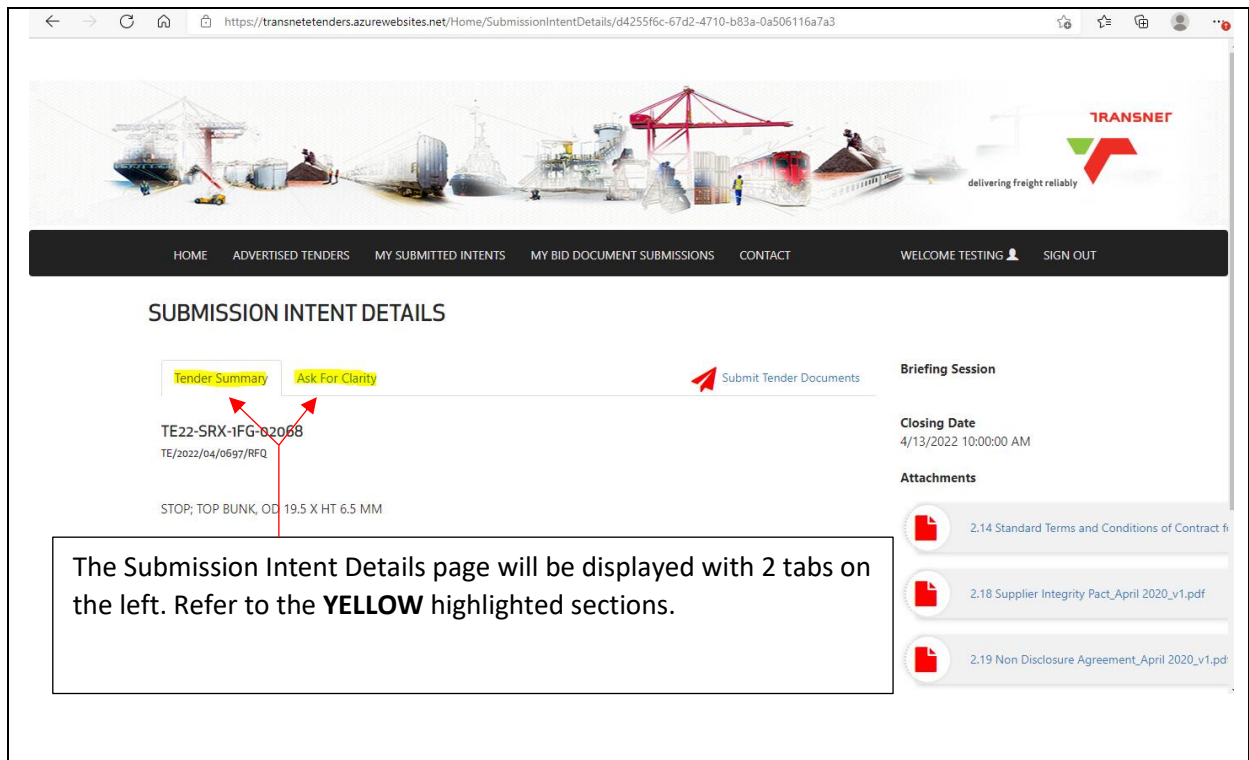
Show 10 entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

SUBMISSION INTENT DETAILS

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

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

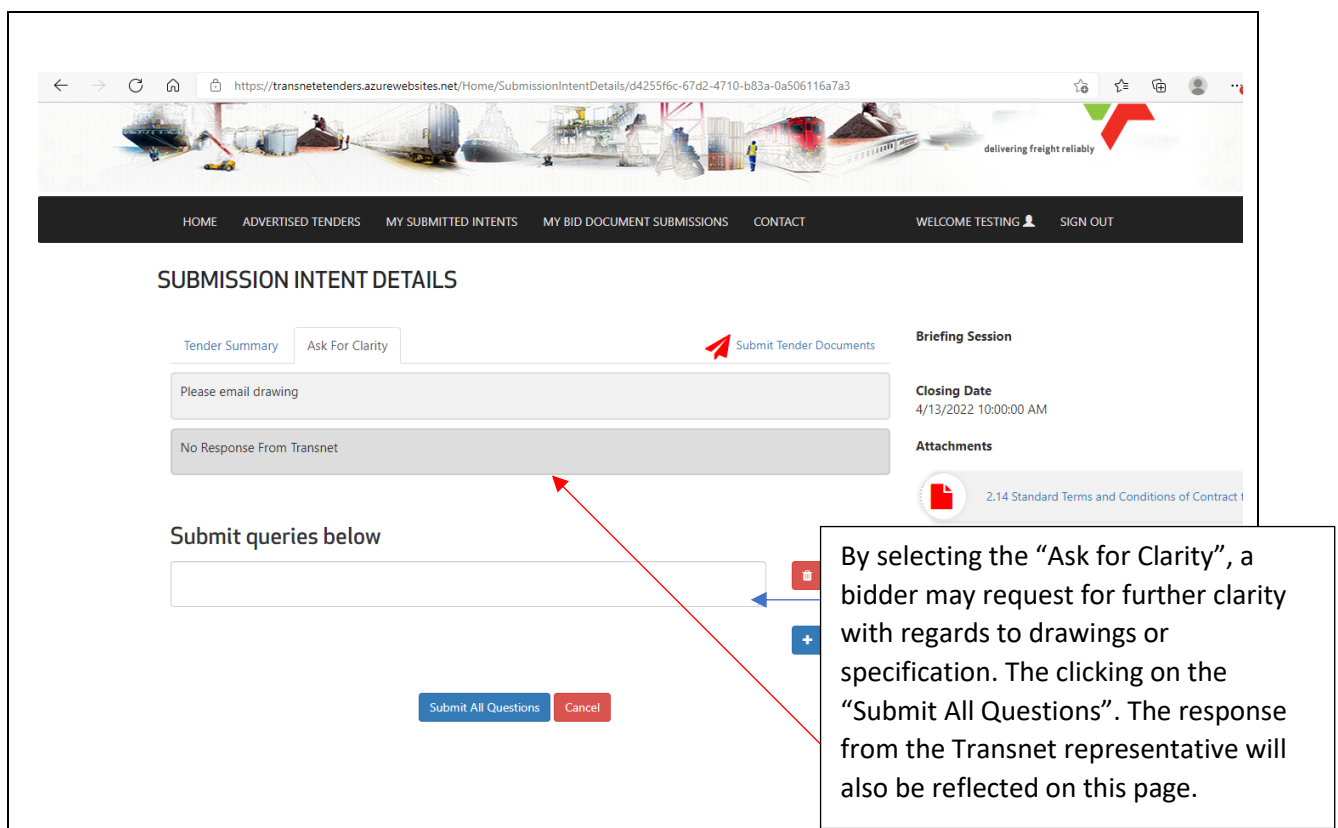
Briefing Session

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

Attachments

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

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



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

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

SUBMISSION INTENT DETAILS

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

Please email drawing

No Response From Transnet

Submit queries below

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

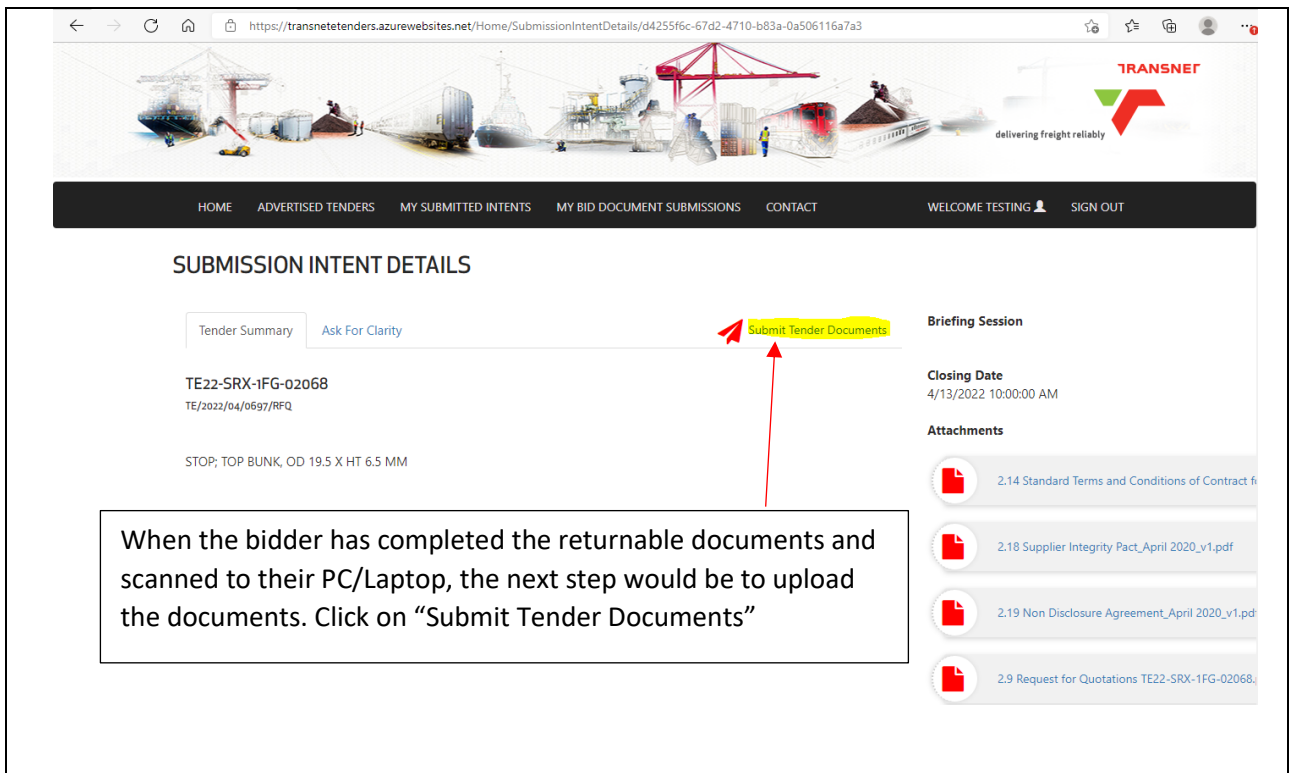
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract 1

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



Submission Intent Details

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

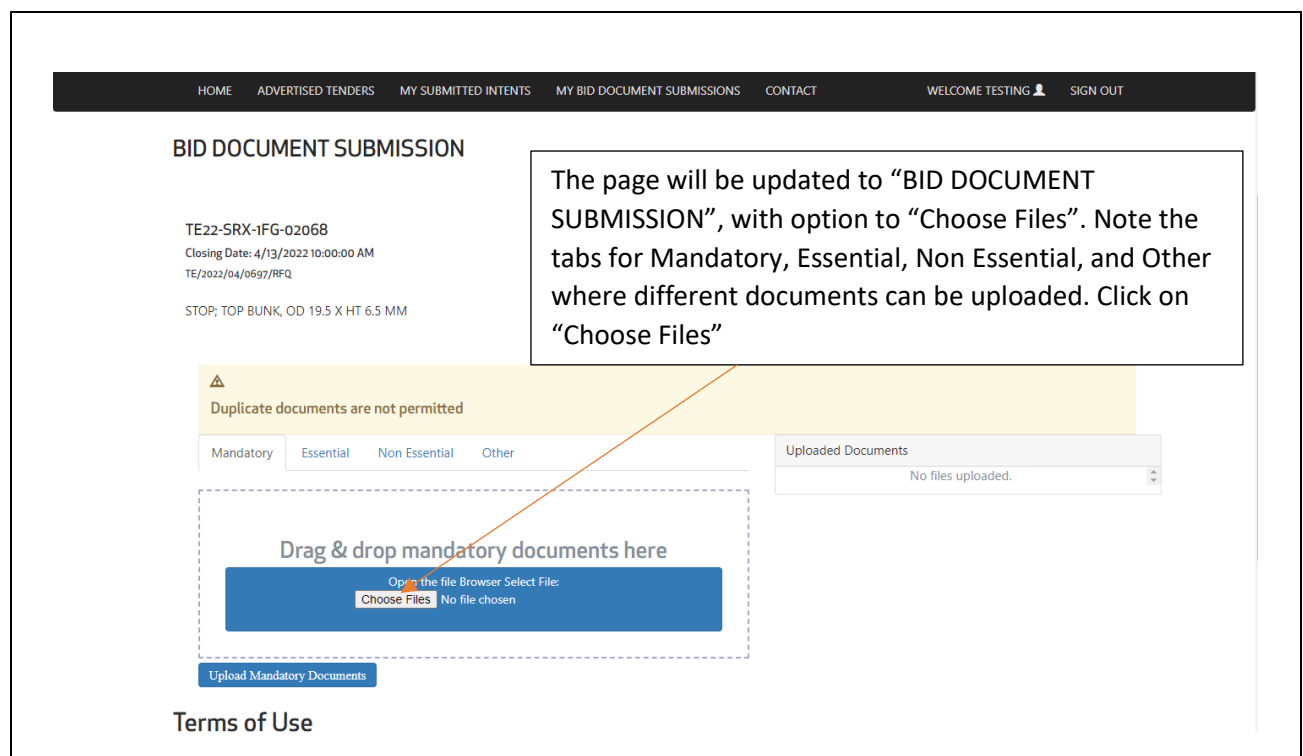
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

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

Attachments

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



BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

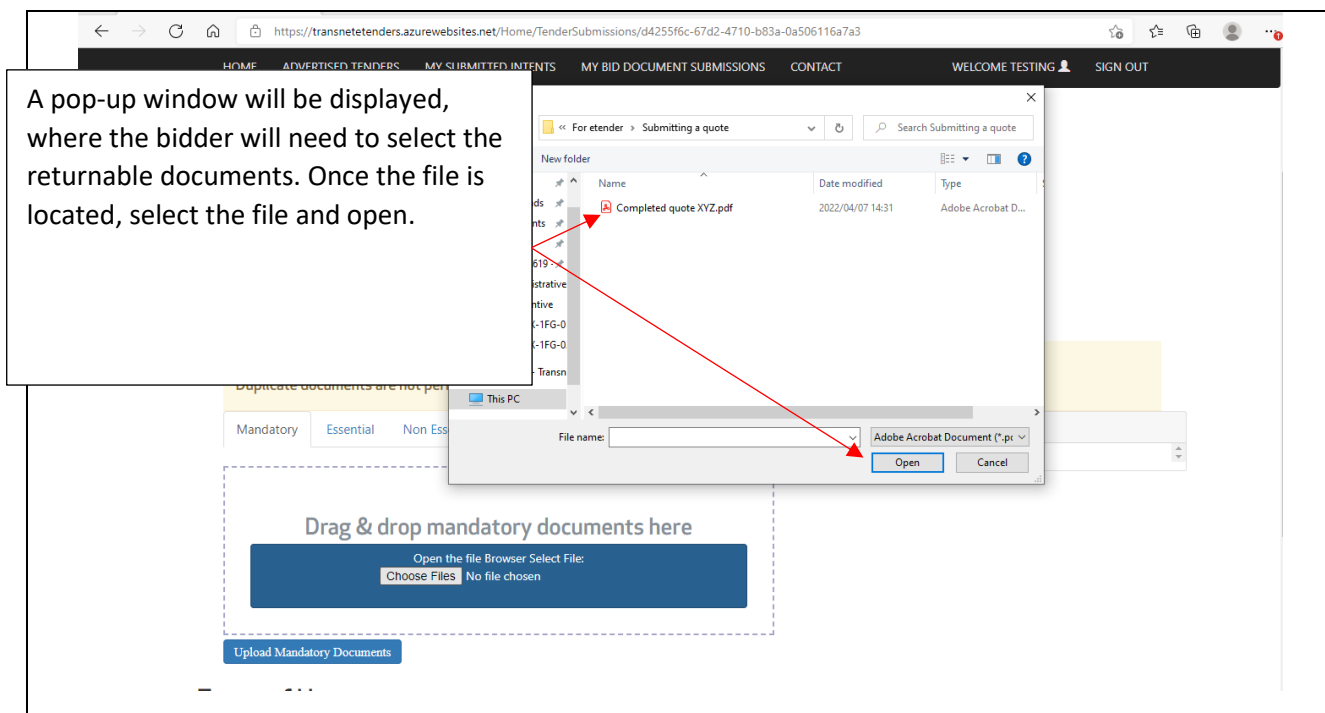
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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



BID DOCUMENT SUBMISSION

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

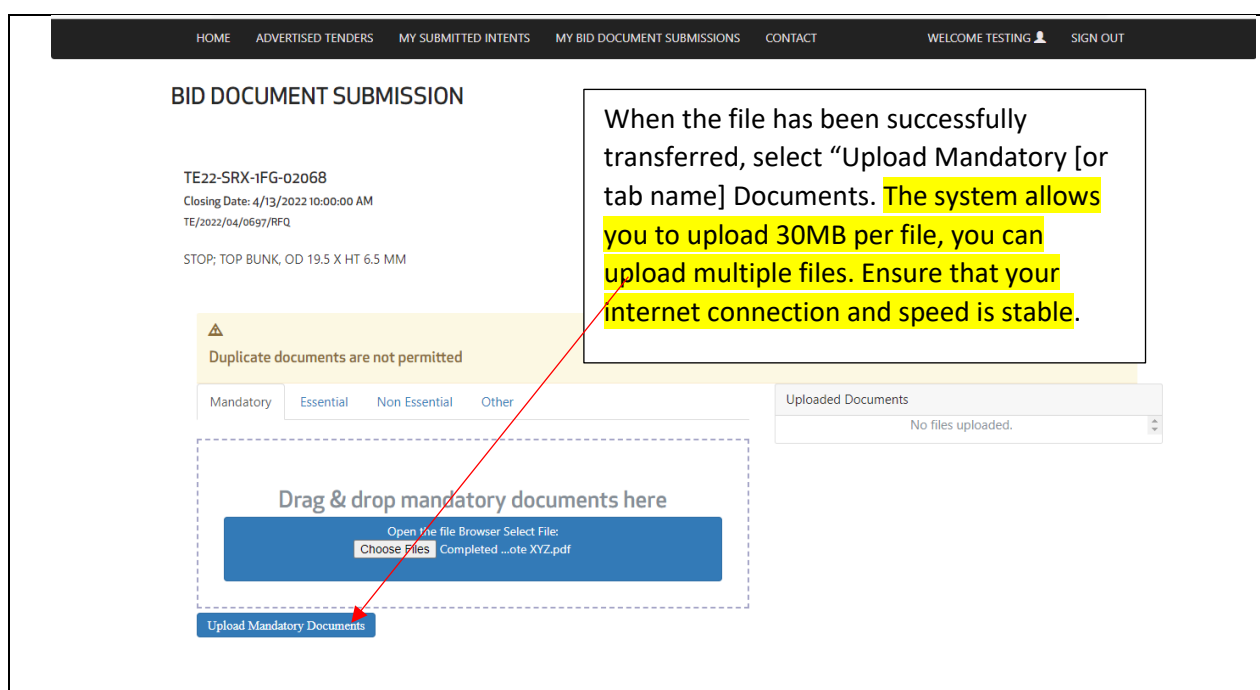
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents
No files uploaded.

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



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

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

Terms of Use

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

← Back

→ Submit Bid

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

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

APPOINTMENT OF A CONTRACTOR FOR HAUL ROAD REPAIRS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 WEEKS

RFP NUMBER : **TNPA/2022/10/1252/14603/RFP**

ISSUE DATE : **18 OCTOBER 2022**

COMPULSORY CLARIFICATION

MEETING : **27 OCTOBER 2022**

CLOSING DATE : **17 NOVEMBER 2022**

CLOSING TIME : **16:00**

TENDER VALIDITY PERIOD : **12 weeks from closing date**

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

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

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Part C3: Scope of Work

- C3.1 Works Information

Part C4: Site Information

- C4.1 Site Information

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR HAUL ROAD REPAIRS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 WEEKS
TENDER DOWNLOADING	<p>The RFP may also be downloaded from the Transnet website at www.transnet.net and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.</p> <p>AND/ OR</p> <p>This RFP may be downloaded from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>FREE OF CHARGE</p>

COMMUNICATION	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted in the Port of Saldanha, Bayvue Centre, Marine Drive, at the Salamander Boardroom on the 27 October 2022, at 10:00 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>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers' licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>16:00 on 17 November 2022</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;

-
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-17], [**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

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

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

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise:
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing Instructions: Option A C2.2 Price List
Part C3: Scope of work	C3.1 Scope of work

	Part C4: Site Information	C4.1 Site Information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Malebo Nooi
	Address:	Bayvue Centre Marine Drive Saldanha 7395
	Tel No.	022 703 5419/022 703 5420
	E – mail	Malebo.Nooi@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:	
	<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><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
	2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:	
	<p>a) Tenderers having a minimum B-BBEE Status level 4 of contributor.</p>	
	<p><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></p>	
	3. Stage Three - Eligibility in terms of the Construction Industry Development Board:	
	<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</p>	

25(7A) of the Construction Industry Development Regulations, designation of **7 CE or higher** class of construction work, are eligible to have their tenders evaluated.

b) 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 one level below the required grading designation in the 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 **6 CE** 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 pre-qualifying criteria will be regarded as an unacceptable tender.

4. Stage Four Functionality:

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

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.

Any tenderer that fails to meet the stipulated minimum evaluation points will be regarded as an unacceptable tender.

C.2.12 No alternative tender offers will be considered.

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

C.2.13.5 The *Employer's* details and identification details that are to be shown on each tender offer package are as follows:

Identification details:	The tender documents must be uploaded with:
	<ul style="list-style-type: none"> • Name of Tenderer: • Contact person and details:

-
-
-
- The Tender Number: TNPA/2022/10/1252/14603/RFP
 - The Tender Description: APPOINTMENT OF A CONTRACTOR FOR HAUL ROAD REPAIRS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 WEEKS
 - Documents must be marked for the attention of
Employer's Agent: Malebo Nooi

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

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

Time: **16:00** on the **17 NOVEMBER 2022**

Location: The Transnet e-Tender Submission Portal: www.transnet.net

NO LATE TENDERS WILL BE ACCEPTED

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

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more 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.

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

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

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

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

Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-04 Management & CV's of key personnel	The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:		
	<i>The tenderer shall demonstrate the following:</i>		
	The experience of Key personnel: The requirements for the different Key Personnel are listed below. If one person is performing the role of more than one Key personnel it should be clearly indicated.		
	Project Manager CV. Proof of Qualification required: Civil Engineering Diploma or equivalent or higher. <i>If no Proof of qualification(s) are submitted, a score of zero will be given for the Project Manager.</i>	8	24
	Site Supervisor CV. Proof of Qualification required: Not applicable.	8	
	Health and Safety Officer CV. Proof of Qualification: SAMTRAC. <i>If no Proof of qualification(s) are submitted, a score of zero will be given for the Health and Safety Representative.</i>	8	
Evaluation Schedule: T2.2-05 Project Organogram	Note to tenderers: Submit the following documents as a minimum with your tender document: A Project organisational chart needs to be provided that indicated the Key personnel, indicated under Evaluation Schedule - Management & CV's of Key personnel, with reporting lines and the amount of labourers and operators, with their designation on the project, indicated. Information should be provided in the form of an organisational chart or organogram. No other format will be accepted.		
	<i>The tenderer shall demonstrate the following:</i>		
	A project specific organisational chart needs to be provided	13	13

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
	<p>The Organogram should indicate the following, but not limited to:</p> <ol style="list-style-type: none"> 1. Key personnel. 2. Reporting lines. 3. Amount of labourers with work description. 4. Valid Certificate of competency: Milling machine. 5. Valid Certificate of competency: Spreader/ Paver. 6. Valid Certificate of competency: Compactor(s). 		
Evaluation Schedule: T2.2-06 Previous Experience	Tenderers are required to demonstrate their experience in the delivery of projects of a similar nature in relation to the scope of work and to this end shall supply the following:		
	<i>The tenderer shall demonstrate the following:</i>		
	<p>1. A list of past or current projects of similar nature.</p> <p>Similar nature project are project where the scope included: Milling of road layers and laying of new BTB and/ or asphalt wearing course.</p>	8	20
	<p>2. Confirmation of Quality Service Rendered</p> <p>Reference letters should be supplied, for project listed as a similar previous project. The <u>quality of the work should be indicated</u> in the letter. The reference letter should be on a company letterhead and include the contact details of the person referring. The referring companies may be contacted to verify the work. The following can be verified as a minimum:</p> <ol style="list-style-type: none"> 1. Scope of Work. 2. Duration of Work. 3. Quality of Work. 	12	

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-07 Method Statement	The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project.		
	<i>The tenderer shall demonstrate the following:</i>		
	Method statement should address all the aspects of the execution in detail. The Method statement should include the following, but not limited to: <ol style="list-style-type: none"> 1. Milling of existing layer works. 2. Compaction of material. 3. Application of coat layers. 4. Lay and compaction of BTB and wearing course layers. 5. Sealing of joints. 6. Temporary work. 7. Disposing of material. 8. Traffic Management, including management plan and road signs. 	15	23
	Access to plant Indication shall be given whether the plant that will be used is owned or if it will be hired. Proof should be provided in the form of e.g., an asset register or letter stating the plant will be hired or self-owned. Plant refers to the following plant, but not limited to: <ol style="list-style-type: none"> 1. Milling machine. 2. Spreader. 3. Compactors. 4. Tipper trucks. 5. Troxler. 	4	
	Data sheets A Data sheet or mix design per material that will be used should be provided. The material should conform to the requirements stated in the Works Information. Data sheets and mix designs should be provided for the following material: <ol style="list-style-type: none"> 1. Prime coat – Data sheet. 2. Tack coat - Data sheet. 3. Bitumen Treated Base (BTB) – Mix design. 	4	

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
	4. Wearing course – Mix design. 5. Sealant – Data sheet.		
Evaluation Schedule: T2.2-08 Health and Safety Plan	The tenderer must submit the following documents as a minimum with the tender submission		
	<i>The tenderer shall demonstrate the following:</i>		
	Completion of the project specific Baseline Risk Assessment and shall, as a minimum, include: 1. Identification of risks/hazards. 2. Measures to mitigate, reduce or control the risks and hazards identified. 3. Roles & responsibilities for implementation of control. Each of the points listed above, that is completed for the risks on the Baseline Risk Assessment, will be counted and scored according to the matrix below. Activities and risks aren't limited to the items listed in the Baseline Risk Assessment. The Tenderer may add additional project specific risk and evaluate them according to the points listed above, for extra points	8	8
Evaluation Schedule: Programme T2.2-09	The Tenderer details the programme for evaluation. The Programme should include the overall duration of the project and the duration of the components listed below, but not limited to items listed.		
	<i>The tenderer shall demonstrate the following:</i>		
	Programme components 1. SHE File approval. 2. SHE Induction. 3. Site establishment. 4. Site de-establishment. 5. Execution of the work.	6	6
	Programme duration	6	6
Maximum Score			100

NB: The minimum threshold to be considered technical compliant is 60 points.

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

T2.2-04	Management & CV's of key personnel
T2.2-05	Project Organogram
T2.2-06	Previous Experience
T2.2-07	Method Statement
T2.2-08	Health and Safety Management
T2.2-09	Programme

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)). 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 6 and 7.

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

Up to 100 minus W_1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the B-BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

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

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- 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;

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2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
 3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
 4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) complies with the legal requirements, if any, stated in the tender data and
 - f) is able, in the option of the employer to perform the contract free of conflicts of interest.
-

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

T2.1 LIST OF RETURNABLE DOCUMENTS

2.1.1 These schedules are required for 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 Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:**
 - a) A tenderer having a stipulated minimum B-BBEE status level 4 of contributor.
- T2.2-03 **Stage Three as per CIDB: Eligibility Criteria Schedule** - Eligibility in terms of the Construction Industry Development Board (CIDB)

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

- T2.2-04 **Evaluation Schedule:** Management & CV's of Key personnel
- T2.2-05 **Evaluation Schedule:** Project Organogram
- T2.2-06 **Evaluation Schedule:** Previous Experience
- T2.2-07 **Evaluation Schedule:** Method Statement
- T2.2-08 **Evaluation Schedule:** Health and Safety Management
- T2.2-09 **Evaluation Schedule:** Programme

2.1.3 Returnable Schedules:

General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-13 Schedule of proposed Subcontractors

2.1.4 Agreement and Commitment by Tenderer:

- T2.2-14 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-15 Non-Disclosure Agreement
- T2.2-16 RFP Declaration Form
- T2.2-17 RFP – Breach of Law
- T2.2-18 Certificate of Acquaintance with Tender Document
- T2.2-19 Service Provider Integrity Pact
- T2.2-20 Supplier Code of Conduct
- T2.2-21 Agreement in terms of Protection of Personal Information Act (POPIA)

2.1.5 Bonds/Guarantees/Financial/Insurance:

T2.2-22 Insurance provided by the Contractor

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

2.1.6 Transnet Vendor Registration Form:

T2.2-24 Supplier Declaration Form with Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions (Bill of Quantities)

2.5 C2.2 Bill of Quantities

T2.2-01: ELIGIBILITY CRITERIA SCHEDULE: CERTIFICATE OF ATTENDANCE AT TENDER CLARIFICATION MEETING

This is to certify that

(Company
Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02 ELIGIBILITY CRITERIA: B-BBEE STATUS LEVEL: 4

In an endeavour to grow and develop Black Owned (BO) companies as well as to ensure that Transnet meets its Shareholder Compact Objectives, Potential Tenderers are required to meet the eligibility criteria of B-BBEE Status Level.

It is a specific tendering condition that tenderers:

Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017: having a minimum B-BBEE Status **Level 4**.

Tenderers are required to submit the **valid B-BBEE certificates or Sworn Affidavits** with the Tender submission.

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

Tenderer to note that any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Employer's Agent* in terms of the Conditions of Contract. Please also read the applicable Z Clauses in the Contract Data by Employer.

Provide information of the sub-contractor below:

	Name of proposed Sub-contractors	Proposed sub-contractor: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-consulted in Rands (excl. 15% Vat)	Percentage (%) of the sub-contracted amount in terms of the tendered total of the prices.
1.						

	Name of proposed Sub-contractors	Proposed sub-contractor: National Treasury Central Supplier Database Registration Number	Nature and extent of work	B-BBEEE Certificates or Sworn Affidavit attached to this schedule? Yes/No	Amount of work sub-consulted in Rands (excl. 15% Vat)	Percentage (%) of the sub-contracted amount in terms of the tendered total of the prices.
2						
3						
4						

The Tenderer is to submit the following documents or copies thereof for each of the proposed sub-contractor (s) with this schedule:

- Valid B-BBEE Sworn Affidavits or B-BBEE Certificates of each of the proposed sub-contractor (s).

NOTE TO TENDERERS: FAILURE TO PROVIDE THE ABOVE DOCUMENTS WILL RESULT IN THE NOMINATED SUB-CONTRACTOR'S PERCENTAGE BEING DISCOUNTED TO ZERO.

Transnet reserves the right to request additional information of the nominated sub-contractors should it be deemed necessary to verify the compliance to the black ownership percentage or sub-contractor's entity size. These may include but not limited to;

- Agreement or Letter of Intent confirming the Sub-Contracting Agreement between the tenderer and proposed sub-contractor (s);
- Copies of the identity documents of the members of shareholders of the sub-contractor.
- Copies of the Audited Financial Statements or Income Statement of the sub-contractor.

T2.2-03: 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 **7 CE** or higher class of construction work, 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 one level below the required grading designation in the 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 **6 CE** 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 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.

T2.2-04: EVALUATION SCHEDULE - MANAGEMENT & CV'S OF KEY PERSONNEL

Note to tenderers:

The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required services and submit the following documents as a minimum with the tender:

1. The experience of Key personnel:

The requirements for the different Key Personnel are listed below.

- If one person is performing the role of more than one Key personnel it should be clearly indicated.
- Years of experience is counted in years and months.

1.1. Project Manager:

- CV.
- Proof of Qualification required: Civil Engineering Diploma or equivalent (e.g. Project Management) or higher.
- *If no Proof of qualification(s) are submitted, a score of zero will be given for the Project Manager.*

1.2. Site Supervisor

- CV.
- Proof of Qualification required: Not applicable.

1.3. Health and Safety Officer

- CV.
- Proof of Qualification: SAMTRAC Course.
- *If no Proof of qualification(s) are submitted, a score of zero will be given for the Health and Safety Representative.*

List of Key Personnel assigned to the above disciplines

No.	Key personnel	Name and Surname	CV attached (Yes/No)
1.1			
1.2			
1.3			

The scoring will be as follows:

Key Personnel: Project Manager – Proof of Qualification and CV (Experience irrespective of the project scope, but Project Manager specific experience)	
Points Allocated: 8	
Score 0	No information provided / No Proof of Qualification submitted
Score 20	Less than three (3) years' experience
Score 40	Three (3) or more years but less than five (5) years' experience and Proof of Qualification
Score 60	Five (5) or more years but less than six (6) years' experience and Proof of Qualification
Score 80	Six (6) or more years but less than seven (7) years' experience and Proof of Qualification
Score 100	Seven (7) or more years' experience and Proof of Qualification

Key Personnel: Site Supervisor - CV (Experience irrespective of the project scope, but Site Supervisor specific experience)	
Points Allocated: 8	
Score 0	No information provided
Score 20	Less than two (2) years' experience
Score 40	Two (2) or more years but less than four (4) years' experience
Score 60	Four (4) or more years but less than six (6) years' experience
Score 80	Six (6) or more years but less than eight (8) years' experience
Score 100	Eight (8) or more years' experience

Key Personnel: Health and Safety Officer - Proof of Qualification and CV (Experience irrespective of the project scope, but Health and Safety Officer specific experience)	
Points Allocated: 8	
Score 0	No information provided/ No Proof of Qualification submitted
Score 20	Less than two (2) years' experience
Score 40	Two (2) years or more but less than three (3) years' experience
Score 60	Three (3) years or more but less than four (4) years' experience
Score 80	Four (4) years or more but less than five (5) years' experience
Score 100	Five (5) or more years' experience

T2.2-05: EVALUATION SCHEDULE: PROJECT ORGANOGRAM

Note to tenderers:

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

A Project organisational chart needs to be provided that indicates the Key personnel, indicated under Evaluation Schedule - Management & CV's of Key personnel, with reporting lines and the amount of labourers and operators, with their designation on the project, indicated.

Information should be provided in the form of an organisational chart or organogram. No other format will be accepted.

1. A project specific organisational chart needs to be provided

The Organogram should indicate the following, but not limited to:

- Key personnel.
- Reporting lines.
- Number of laborers with specific descriptions of the work that they will do.
- Valid Certificate of competency: Milling machine.
- Valid Certificate of competency: Spreader/ Paver.
- Valid Certificate of competency: Compactor(s).

The scoring will be as follows:

Project Organogram/ Organisational chart	
Points Allocated: 13	
Score 0	No organogram submitted.
Score 20	Organogram submitted; Tenderer has addressed two (2) or less of the six requirements.
Score 40	Organogram submitted; Tenderer has addressed three (3) of the six (6) requirements.
Score 60	Organogram submitted; Tenderer has addressed four (4) of the six (6) requirements, of which must include the three (3) valid certificates of competency.
Score 80	Organogram submitted; Tenderer has addressed five (5) of the six (6) requirements, of which must include the three (3) valid certificates of competency.
Score 100	Organogram submitted; Tenderer has addressed six (6) of the six (6) requirements, of which must include the three (3) valid certificates of competency.

T2.2-06: EVALUATION SCHEDULE: PREVIOUS EXPERIENCE

Note to tenderers:

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

1. A list of past or current projects of similar nature.

Similar nature project is project where the scope included: Milling of road layers and laying of new BTB and/ or asphalt wearing course.

2. Confirmation of Quality Service Rendered

Reference letters should be supplied, for project listed as a similar previous project. The reference letter should comply to the following requirements:

- Quality of the work should be indicated.
- Should be on a company letterhead of the referring company.
- Signed by a company official of the referring company.
- Include the contact details of the person referring.

The referring companies may be contacted to verify the work. The following can be verified as a minimum:

- Scope of Work.
- Duration of Work.
- Quality of Work.

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

The scoring will be as follows:

Previous projects: List of past or current projects of similar nature	
Points Allocated: 8	
Score 0	Not submitted / No similar projects submitted
Score 20	Four (4) or less previous or current similar projects
Score 40	Five (5) previous or current similar projects
Score 60	Six (6) previous or current similar projects
Score 80	Seven (7) previous or current projects
Score 100	Eight (8) or more previous or current similar projects

Previous projects: Reference Letters - Confirmation of Quality Service Rendered	
Points Allocated: 12	
Score 0	Not submitted / No letter addressing the items listed above
Score 20	Two (2) or less reference from a previous client is indicating work quality in line with specifications and address all items listed above
Score 40	Three (3) references from previous clients are indicating work quality in line with specifications and address all items listed above
Score 60	Four (4) references from previous clients are indicating work quality in line with specifications and address all items listed above
Score 80	Five (5) references from previous clients are indicating work quality in line with specifications and address all items listed above
Score 100	Six (6) or more references from previous clients are indicating work quality in line with specifications and address all items listed above

T2.2-07: EVALUATION SCHEDULE: METHOD STATEMENT

Note to tenderers:

The tenderers must sufficiently demonstrate the methodology that will be employed to cover the scope of the project.

1. Project specific method statement should address all the aspects of the execution in detail.

The project specific Method statement should include the following, but limited to:

- 1.1. Milling of existing layer works.
- 1.2. Compaction of material.
- 1.3. Application of coat layers.
- 1.4. Lay and compaction of BTB and wearing course layers.
- 1.5. Sealing of joints.
- 1.6. Temporary work.
- 1.7. Disposing of material.
- 1.8. Traffic Management, including management plan and road signs.

2. Access to plant

Indication shall be given whether the plant that will be used is owned or if it will be hired. Proof should be provided in the form of e.g., an asset register or letter stating the plant will be hired or self-owned.

Plant refers to the following plant, but limited to:

- 2.1. Milling machine.
- 2.2. Spreader.
- 2.3. Compactors.
- 2.4. Tipper trucks.
- 2.5. Troxler.

3. Data sheets

A Data sheet or mix design per material that will be used should be provided. The material should conform to the requirements stated in the Works Information.

Data sheets and mix designs should be provided for the following material:

- 3.1. Prime coat – Data sheet.
- 3.2. Tack coat - Data sheet.
- 3.3. Bitumen Treated Base (BTB) – Mix design.
- 3.4. Wearing course – Mix design.
- 3.5. Sealant – Data sheet.

Method Statement: Project specific Method statement should address all the aspects of the execution in detail

Points Allocated: 15

Score 0	No information provided OR One (1) of the critical elements included
Score 20	Three (3) or two (2) of the critical elements included
Score 40	Five (5) or four (4) of the critical elements included
Score 60	Six (6) of the critical elements included
Score 80	Seven (7) of the critical elements included
Score 100	Eight (8) of the critical elements included

Method Statement: Plant access

Points Allocated: 4

Score 0	No information submitted OR Access to none (0) of the plant listed
Score 20	Access to one (1) of the plant listed
Score 40	Access to two (2) of the plant listed
Score 60	Access to three (3) of the plant listed
Score 80	Access to four (4) of the plant listed
Score 100	Access to five (5) of the plant listed

Method Statement: Data sheets

Points Allocated: 4

Score 0	No information provided
Score 20	One (1) data sheet or mix design, adhering to the requirements in the Works Information, provided.
Score 40	Two (2) data sheets or mix designs, adhering to the requirements in the Works Information, provided.
Score 60	Three (3) data sheets or mix designs, adhering to the requirements in the Works Information, provided. Include the BTB and Wearing course mix designs as a minimum.
Score 80	Four (4) data sheets or mix designs, adhering to the requirements in the Works Information, provided. Include the BTB and Wearing course mix designs as a minimum.
Score 100	Five (5) data sheets or mix designs, adhering to the requirements in the Works Information, provided. Include the BTB and Wearing course mix designs as a minimum.

T2.2-08: EVALUATION SCHEDULE: HEALTH AND SAFETY MANAGEMENT

Note to Tenderer:

The tenderer must submit the following documents as a minimum with the tender submission:

1. Completion of the project specific Baseline Risk Assessment and shall, as a minimum, include:

- 1.1. Identification of risks/hazards.
- 1.2. Measures to mitigate, reduce or control the risks and hazards identified.
- 1.3. Roles & responsibilities for implementation of control.

Each of the points listed above, that is completed for the risks on the Baseline Risk Assessment, will be counted and scored according to the matrix below.

Activities and risks aren't limited to the items listed in the Baseline Risk Assessment. The Tenderer may add additional project specific risk and evaluate them according to the points listed above, for extra points.

Risk Assessment	
Points Allocated: 8	
Score 0	Not submitted OR Evaluation of risks not specific to the Scope of Work OR Zero (0) to five (5) of the items completed on the Baseline Risk Assessment is project specific
Score 20	Six (6) to ten (10) of the items completed on the Baseline Risk Assessment is project specific
Score 40	11 to 25 of the items completed on the Baseline Risk Assessment is project specific
Score 60	26 to 30 of the items completed on the Baseline Risk Assessment is project specific
Score 80	31 to 40 of the items completed on the Baseline Risk Assessment is project specific
Score 100	31 to 40 of the items completed on the Baseline Risk Assessment is project specific AND Four (4) or more project specific risks identified and evaluated according to the three (3) points listed above.

No	LIST ACTIVITIES OF TASK	LIST HAZARDS / RISKS	LIST CONTROL MEASURES	RESPONSIBLE PERSON
1	Working in close proximity to moving vehicles			
2	Working in an operational area			
3	Traffic Management			
4	Working Space			
5	Incorrect use of Tools			

No	LIST ACTIVITIES OF TASK	LIST HAZARDS / RISKS	LIST CONTROL MEASURES	RESPONSIBLE PERSON
6	Construction Noise			
7	Working in Outside Areas			
8	Excavations			
9	Working with materials that produce dust			
10	Operating heavy machinery			

No	LIST ACTIVITIES OF TASK	LIST HAZARDS / RISKS	LIST CONTROL MEASURES	RESPONSIBLE PERSON

T2.2-09: EVALUATION SCHEDULE: PROGRAMME

Note to tenderers:

The Tenderer details the programme for evaluation. The Programme should include the overall duration of the project and the duration of the components listed below, but it isn't limited to the list.

1. Programme components

- 1.1. SHE File approval.
- 1.2. SHE Induction.
- 1.3. Site establishment
- 1.4. Execution of the work
- 1.5. Site de-establishment.

Project Programme: Programme components	
Points Allocated: 6	
Score 0	No information provided
Score 20	Tenderer has addressed one (1) or two (2) requirements in the Programme
Score 40	Tenderer has addressed three (3) or four (4) requirements in the Programme
Score 60	Tenderer has addressed five (5) requirements in the Programme
Score 80	Tenderer has addressed five (5) requirements in the Programme and one (1) additional point.
Score 100	Tenderer has addressed five (5) requirements in the Programme and two (2) additional points.

Project Programme: Programme duration	
Points Allocated: 6	
Score 0	No information provided OR Duration is more than 26 weeks OR Duration is less than 14 weeks
Score 20	Duration is 26 weeks OR Duration is 14 weeks
Score 40	Duration is 25 weeks OR Duration is 15 weeks
Score 60	Duration is between 23 and 24 weeks
Score 80	Duration is between 22 and 19 weeks
Score 100	Duration is between 18 and 16 weeks

Summary

Evaluation Criteria	Sub-Criteria	Sub – criteria points	Max points for criteria
Management & CV's of Key personnel	Key personnel: Project Manager – Proof of Qualification and CV	8	24
	Key personnel: Site Supervisor - CV	8	
	Key personnel: Health and Safety Officer – Proof of Qualification and CV	8	
Project Organogram	Organogram	13	13
Previous Experience	Previous projects: List of past or current projects of similar nature	8	20
	Previous projects: Reference Letters- Confirmation of Quality Service Rendered	12	
Method Statement	Method Statement: Method statement should address all the aspects of the execution in detail	15	23
	Method Statement: Plant access	4	
	Method Statement: Data sheets	4	
Health and Safety Management	Risk Assessment	8	8
Programme	Project Programme: Programme components	6	12
	Project Programme: Programme duration	6	
Total		100	100

T2.2-10: 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

T2.2-11: 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		

**T2.2-12: LETTER/S OF GOOD STANDING WITH THE WORKMEN'S
COMPENSATION FUND**

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

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

Name of Company/Members of Joint Venture:

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

T2.2-13: 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 *works*.

Note to tenderers:

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

Tenderer to note that after award, any deviations from this list of proposed sub-contractors will be subject to acceptance by the *Project 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

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

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

T2.2-14 : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.

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

1. Section 1: Name of enterprise: _____

2. Section 2: VAT registration number, if any: _____

3. Section 3: CIDB registration number, _____

4. Section 4: CSD number: _____

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

Name	Identity number	Personal income tax number

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

6. Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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

Section 9: The attached SBD8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD9 must be completed for each tender and be attached as a requirement.

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

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

Signed		Date	
Name	-----	Position	-----
Enterprise name	-----		-----

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

¹"State" means –

- a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999); any municipality or municipal entity;
- b) provincial legislature;
- c) national Assembly or the national Council of provinces; or
- d) Parliament.

SBD 4

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative: _____

2.2 Identity Number: _____

2.3 Position occupied in the Company (director, trustee, shareholder²): _____

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / personnel numbers must be indicated in paragraph 3 below.

2.7 Are you or any person connected with the bidder presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

- Name of person / director / trustee / shareholder/ member:

- Name of state institution at which you or the person connected to the bidder is employed:

- Position occupied in the state institution:

Any other particulars:

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SBD 4

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

YES / NO

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

YES / NO

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

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

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

YES / NO

2.8.1 If so, furnish particulars:

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

YES / NO

2.8.2 If so, furnish particulars.

SBD 4

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

YES/NO

2.9.1 If so, furnish particulars.

2.10 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.10.1 If so, furnish particulars:

SBD 4

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

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

SBD 4

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT
THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [**B-BBEE**] Status Level of Contribution.

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of

contribution are not claimed.

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency

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

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

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

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

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

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

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

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

7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or		

townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

WITNESSES

1.
2.

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

DATE:

ADDRESS

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 interest⁴ 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 institution	State

- 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:

⁴ 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.

.....
.....

- 2.1 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 consortium⁵ 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.

⁵ 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.

- 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.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

	Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME) CERTIFY
THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

Signature

Date

Position

Name of Tenderer

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes⁶ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁷ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

SBD 9

⁶ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁷ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁸ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

⁸ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Signature

Date

Position

Name of bidder

T2.2-15 NON-DISCLOSURE AGREEMENT

[2020]

**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 2.2 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 2.3 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

T2.2-16: 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 T2.2-19 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

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

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

T2.2-17: 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:

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

T2.2-18 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

NAME OF TENDERING ENTITY:

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

-
- c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-19 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

2 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.

3 Commitments of Transnet

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

-
- 4** 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.
 - 5** 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.
 - 6** 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.
 - 7** 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.
 - 8** Obligations of the Tenderer / Service Provider
 - 9** 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.

10 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.

11 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.

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- 12** 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.
- 13** 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.
- 14** 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.
- 15** 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.
- 16** 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.
- 17** The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 18** 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.

19 Independent Tendering

- 20** 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.

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- 21** 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.
- 22** In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- A) Prices;
 - B) Geographical area where goods or services will be rendered [market allocation];
 - C) Methods, factors or formulas used to calculate prices;
 - D) The intention or decision to submit or not to submit, a tender;
 - E) The submission of a tender which does not meet the specifications and conditions of the RFP; or
 - F) Tendering with the intention of not winning the tender.
- 23** 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.
- 24** 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.
- 25** 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.

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- 26** 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.
- 27** Disqualification from Tendering Process
- 28** 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.
- 29** 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.
- 30** 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.

31 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 32.** 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.
- 33.** 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.
- 34.** 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.
- 35.** 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.
- 36.** 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.
- 37.** A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.

38. 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.*

39. 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.

40. 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.

41. Previous Transgressions

42. 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.

43. 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.)

44. Sanctions for Violations

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

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

46. Conflicts of Interest

47. 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.

48. 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.

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

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

50. 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.

51. Dispute Resolution

52. 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 31 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.

53. General

- 54.** This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 55.** 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.
- 56.** 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.
- 57.** Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 58.** 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

T2.2-20: SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

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

-
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
 - There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

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

-
- Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects.

Conflicts of Interest

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

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

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

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

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

T2.2-21 AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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

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

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

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

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

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

Transnet and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA.

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

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

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

YES	
-----	--

NO	
----	--

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/infoereg/>, click on contact us, click on complaints.IR@justice.gov.za

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

.....

(Operator)

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

AS WITNESSES:

1. Name: _____

Signature: _____

2. Name: _____

Signature: _____

T2.2-22: INSURANCE PROVIDED BY THE *CONTRACTOR*

Clause 84.1 in NEC3 Engineering & Construction 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 84.2 of the ECC)	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.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or			

vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			

T2.2-23: THREE (3) YEARS AUDITED FINANCIAL STATEMENTS

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

T2.2-24: SUPPLIER DECLARATION FORM

Please Note: This Supplier Declaration Form is only to be completed by the successful bidder who is awarded the contract.

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

Please Note: Effective **1 April 2016** all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

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

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

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

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (where applicable), as EMEs and QSEs (QSE's with more than 51% ownership) are only expected to supply an affidavit as per (Appendix D and E). These affidavits must be resubmitted on an annual basis as failure to do so may result in the supplier's account being temporarily suspended.

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

1. **If your annual turnover is less than R10 million**, then in terms of the DTI codes, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission, a certified signed letter from your Auditor / Accountant confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company AND / OR B-BBEE certificate and detailed scorecard from an accredited rating agency (e.g. permanent SANAS Member), or a sworn Affidavit should you feel you will be able to attain a better B-BBEE score. (Appendix D).

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE) and you claim a specific B-BBEE level based on any 4 of the 7 elements of the B-BBEE score-card, please include your B-BBEE certificate in your submission as confirmation of your status. Or if the Supplier is a QSE with More than 51% black owned, they can submit a sworn affidavit (Appendix E).

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

3. **If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise and you claim a specific B-BBEE level based on all seven elements of the B-BBEE generic score-card. Please include your B-BBEE certificate in your submission as confirmation of your status.

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

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

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

6. From 01 May 2015 only B-BBEE certificates issued by SANAS accredited verification agencies will be valid.

PROTECTION OF PERSONAL INFORMATION

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

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

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this Supplier Declaration Form, the Responsible party is "Transnet" and the Data subject is the "Respondent". Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Supplier Declaration Form and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In completing this Supplier Declaration form, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by the Respondent in their response to this Supplier Declaration Form for the purpose of registering the Respondent as a Transnet Vendor to facilitate for payment in the execution of the Agreement between Transnet and the Respondent and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this Supplier Declaration Form, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, vendor management, contract award, contract management, auditing, legal

opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.

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

Respondents are required to provide consent below:

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

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

Signature of Respondent's authorised representative: _____

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

Supplier Declaration Form

Important Notice: Effective 1 April 2016 all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):

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

Did your company previously operate under another name?				Yes		No	
If YES state the previous details below:							
Trading Name							
Registered Name							
Company Registration No Or ID No If a Sole Proprietor							
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor	
	Non-profit	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt	
	Educational Institution	Specialised Profession	Financial Institution	Foreign International	Foreign Branch Office		

Your Current Company's VAT Registration Status	
VAT Registration Number	

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

Company Banking Details	Bank Name	
Universal Branch Code	Bank Account Number	

Company Physical Address			
		Code	
Company Postal Address			
		Code	
Company Telephone number			
Company Fax Number			
Company E-Mail Address			
Company Website Address			

Company Contact Person Name	
Designation	
Telephone	
Email	

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

Most recent Financial Year's Annual Turnover	<R10Million		>R10Million <R50Million		>R50Million	
--	-------------	--	----------------------------	--	-------------	--

Does your company have a valid B-BBEE certificate?				Yes		No	
What is your Broad Based BEE status (Level 1 to 9)							
Majority Race of Ownership							
% Black Ownership		% Black Women ownership		% Black Disabled person(s) ownership		% Black Youth ownership	
Please Note: Please provide proof of B-BBEE status as per Appendix V. If you qualify as an EME or QSE then provide an affidavit following the examples provided in Appendix III and IV respectively. If you have indicated Black Disabled person(s) ownership, then provide a certified letter signed by a physician, on the physician's letterhead, confirming the disability.							

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

Name		Designation	
Signature		Date	

Stamp And Signature Of Commissioner Of Oaths			
Name		Date	
Signature		Telephone No	

Appendix B

Example of an Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ is not a registered VAT
vendor and is not required to register as a VAT vendor because the combined value of taxable
supplies made by the provider in any 12 month period has not exceeded or is not expected to exceed
R1million threshold, as required in terms of the Value Added Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on
his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

Appendix C

Example of an Affidavit or Solemn Declaration as to number of employees

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare
that _____ employs three or more full time employees,
which employees are engaged in the business of rendering the services of the organisation and are
not connected persons as defined in the Income Tax Act.

Signature:

Designation:

Date:

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____
day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit,
and that he/she has no objection to taking the prescribed oath, which he/she regards binding on
his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

Appendix D

Example of an Affidavit or Solemn Declaration as to EME B-BBEE Status

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R10,000,000.00 (ten million rand).

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

4. The entity is an empowering supplier in terms of the **DTI** Codes of Good Practice.

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

Appendix E

Example of an Affidavit or Solemn Declaration as to QSE B-BBEE Status

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I, the undersigned,

Full Name & Surname	
Identity Number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf.

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____ % black owned;
- The enterprise is _____ % black woman owned;
- The enterprise is _____ % black youth owned;
- The enterprise is _____ % black disabled owned;
- Based on the management accounts and other information available for the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rand);
- The entity is an empowering supplier in terms of Clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3 (e) of **the DTI** Codes of Good Practice. **(Tick appropriate box in table below).**

(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%		(b) Job Creation – 50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(c) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and /or assembly, and / or packaging		(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities			

Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	

5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths

Signature & stamp

C1.1: Form of Offer & Acceptance

Offer

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

APPOINTMENT OF A CONTRACTOR FOR HAUL ROAD REPAIRS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 WEEKS

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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: Works Information
Part C4	Site 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 when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

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

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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)*

Transnet SOC Ltd

Name &
signature
of witness

Date

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		B: Priced contract with bill of quantities
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2 Changes in the law
		X7: Delay damages
		X16: Retention
		X18: Limitation of liability
		Z: <i>Additional conditions of contract</i>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	Transnet SOC Ltd (Registration No. 1990/000900/30)

	Address	Registered address: Transnet Corporate Centre eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6001
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority, a division of Transnet SOC Limited Port of Saldanha Bayvue Centre Marine Drive Saldanha 7395
10.1	The <i>Project Manager</i> is: (Name)	Johané Matthee
	Address	Bayvue Centre Marine Drive Saldanha 7395
	Tel	022 703 5465
	e-mail	Johane.matthee@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	David Kühn
	Address	Bayvue Centre Marine Drive Saldanha 7395
	Tel No.	022 703 5458
	e-mail	David.kuhn@transnet.net
11.2(13)	The <i>works</i> are	APPOINTMENT OF A CONTRACTOR FOR HAUL ROAD REPAIRS IN THE PORT OF SALDANHA FOR A PERIOD OF 24 WEEKS

11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none">- Working in close proximity to moving vehicles- Working in an operational area- Traffic Management- Working Space- Incorrect use of Tools- Construction Noise- Working in Outside Areas- Excavations- Working with material that produce dust- Operating heavy machinery- Working in close proximity to heavy vehicles- Weather conditions - Rain				
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"				
11.2(16)	The Site Information is in	Part C4				
11.2(19)	The Works Information is in	Part C3				
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.				
13.1	The <i>language of this contract</i> is	English				
13.3	The <i>period for reply</i> is	2 weeks				
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.				
3	Time					
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 June 2023				
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table><tr><td><i>Condition to be met</i></td><td><i>key date</i></td></tr><tr><td>1 Submission of first safety file</td><td>2 weeks after Contract award</td></tr></table>	<i>Condition to be met</i>	<i>key date</i>	1 Submission of first safety file	2 weeks after Contract award
<i>Condition to be met</i>	<i>key date</i>					
1 Submission of first safety file	2 weeks after Contract award					

		2 Site establishment	Upon issuing of the Site Access Certificate (SAC) or issuing of the PO, which ever one is last
30.1	The <i>access dates</i> are	Part of the Site 1 Whole of the site	Date Upon issuing of the Site Access Certificate (SAC) or issuing of the PO, which ever one is last
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 (two) weeks of the Contract Date.	
31.2	The <i>starting date</i> is	16 January 2023	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i> .	
43.2	The <i>defect correction period</i> is	4 weeks	
5	Payment		
50.1	The <i>assessment interval</i> is	15 th (fifteenth) day of each successive month.	
51.1	The <i>currency of this contract</i> is	South African Rand.	
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.	

51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank (RMB), South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 10 degrees Celsius the number of days with snow lying at 08:00 hours South African Time
	The place where weather is to be recorded (on the Site) is:	The <i>Contractor's</i> Site establishment area – to be supported by the <i>Contractor</i> and <i>Project Manager</i>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	The nearest weather recording station to the Site and which is available from the South African Weather Services
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.

	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.

Note:

The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1

The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

The *Contractor* must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**

		<p>4 The insurance coverage referred to in 1, 2, and 3 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to 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	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities must be read in conjunction with the Works Information.

11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	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>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town, Western Cape, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	
	- if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R 5 000.00 per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.

X18 Limitation of liability

- | | | |
|-------|---|---|
| X18.1 | The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to: | Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices) |
| X18.2 | For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to: | The deductible of the relevant insurance policy |
| X18.3 | The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to: | The cost of correcting the Defect |
| 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 excluded matters, is limited to: | The Total of the Prices |
| X18.5 | The <i>end of liability date</i> is | 5 years after Completion of the whole of the works |

Z Additional conditions of contract are:

Z2 Additional clauses relating to Joint Venture

Z2.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date.

The Joint Venture agreement shall contain but not be limited to the following:

- **A brief description of the Contract and the Deliverables;**
- **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
- **The constituent's interests;**
- **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
- **Details of an internal dispute resolution procedure;**
- **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**

iii. Identification of the roles and responsibilities of the constituents to provide the Works.

- Financial requirements for the Joint Venture:

iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;

v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

Z2.2

Insert additional core clause 27.6

27.6. The *Contractor* shall not alter its composition or legal status of the Joint Venture without the prior approval of the *Employer*.

Z3 Additional obligations in respect of Termination

Z3.1

The following will be included under core clause 91.1:

In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and

Under the second main bullet, insert the following additional bullets after the last sub-bullet:

- commenced business rescue proceedings (R22)
- repudiated this Contract (R23)

Z3.2 Termination Table

The following will be included under core clause 90.2 Termination Table as follows:

Z3.3

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z4 Right Reserved by the Employer to Conduct Vetting through SSA

Z4.1

The *Employer* 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.

**Z5 Additional Clause Relating to
Collusion in the Construction
Industry**

Z5.1 The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

**Z6 Protection of Personal
Information Act**

Z6.1 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.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering *Contractor* is advised to read both the NEC3 Engineering and Construction Contract - June 2005 (with amendments June 2006 and April 2013) and the relevant parts of its Guidance Notes (ECC3-GN) in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data is provided on pages 156 to 158 of the ECC3 Guidance Notes.

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

Clause	Statement	Data
10.1	The <i>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(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	

	Responsibilities:	
	Qualifications:	
	Experience:	
		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	Part C2.2
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT
	Data for Schedules of Cost Components	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>

B	Priced contract with bill of quantities	Data for the Shorter Schedule of Cost Components
41 in SSCC	The percentage for people overheads is:	%
21 in SSCC	The published list of Equipment is the last edition of the list published by	
	The percentage for adjustment for Equipment in the published list is	% (state plus or minus)

22	in	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61	in	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee	Hourly rate	
62	in	The percentage for design overheads is	%		
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:			

PART C2: PRICING DATA

Document reference	Title	No of page
	This cover page	1
C2.1	Pricing instructions: Option B	4
C2.2	The <i>bill of quantities</i>	1
Total number of pages		6

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

1.1. How the contract prices work and assesses it for progress payments

Clause 11 in NEC3 Engineering and Construction Contract, June 2005 and 2013 (ECC) Option B states:

Identified and defined terms 11

11.2 (21) The Bill of Quantities is the *bill of quantities* as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.

(28) The Price for Work Done to Date is the total of:

The quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and

A proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

1.2. Function of the Bill of Quantities

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, but in the Works Information. This is further confirmed by Clause 20.1 which states, "The *Contractor* Provides the Works in accordance with the Works Information". Hence the *Contractor* does **not** Provide the Works in accordance with the Bill of Quantities. The Bill of Quantities is only a pricing document.

1.3. Guidance before pricing and measuring

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the *bill of quantities* or before entering rates and lump sums into the *bill*.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

2. Measurement and payment

2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
No.	number
Prov sum ⁹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

⁹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.
- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

C2.2 The *bill of quantities*

Item	Description	Unit	Qty	Rate	Amount
1	PRELIMINARY AND GENERAL				
1.1	Contractual Requirements - Company overheads, insurance, compliance with legislation, Health and Safety	Sum	1		
1.2	Supervision for duration of the Works	Days	100		
1.3	Ablution and latrine facilities	Days	100		
1.4	Site establishment	Sum	1		
1.5	Site de establishment	Sum	1		
	Subtotal - Bill Item 1				
2	ROAD WORKS				
2.1	Milling of existing material (190mm) and disposing at an approved landfill site	m ³	3,836.42		
2.2	Placement of BTB layer; thickness 150mm after compaction	m ³	3,028.76		
2.3	Placement of premix medium wearing course; thickness of 40mm after compaction	m ³	807.67		
2.4	Prime coat	m ²	20,191.70		
2.5	Tack coat	m ²	20,191.70		
2.6	Bitumen sealant	m	4,446.82		
2.7	Full Marshall tests	each	294.00		
	Subtotal - Bill Item 2				
3	TRAFFIC MANAGEMENT				
3.1	Traffic management, temporary signs, flag men, lights etc.	Sum	1		
	Subtotal - Bill Item 3				
	TOTAL				

PART C4: SITE INFORMATION

Document reference	Title	No of page
C4.1	This cover page	1
	Site Information	2
Total number of pages		3

C4.1 SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- Describes the Site and its surroundings and
- Is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

The Haul road is located in the Port of Saldanha. There are various sections of the Haul road that need to be repaired under this contract. The sections are all located within a 2.7km section. The 2.7km section is indicated in Figure 1.

Access to the Port is via the Port Main Entrance. The *Project Manager* will arrange for the issuing of Security permits to all individuals that will be working on the site. A certified copy of the individual's ID is required for this purpose, the process is detailed in the C3 Works Information document. SHE induction for access to the Port is compulsory and the Site Access Certificate will not be granted without confirmation of induction.

The site is located in an operational area and the *Contractor* should take note that operations take preference. The *Contractor* will not be allowed to close the entire width of the road at any stage. The *Contractor* would be responsible for traffic management at the site for the duration of the contract.



Figure 1: Location of areas to be repaired

1.2. Existing buildings, structures, and plant & machinery on the Site

The site is located in an operational area. Existing infrastructure and services that would be impacted by the contract will be pointed out during the site meeting.

The *Contractor* would be responsible for the repair of any damages to existing buildings, infrastructure and services.

1.3. Hidden services

All known services will be indicated to the *Contractor* on site. It remains the responsibility of the *Contractor* to detect and protect the existing services.

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's</i> Works Information	22
Total number of pages		23

C3.1 **EMPLOYER'S WORKS INFORMATION**

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The Haul road in the Port of Saldanha is the main heavy haul road transporting commodities to the Multi Purpose Terminal (MPT). The majority of the commodities handled at the MPT is transported through the Haul Road, with a small portion being transported via rail.

The *works* that the *Contractor* is to perform involve the repair of sections of the Haul road. The *works* will include removal of debris build up on the road, milling and disposal of milled material, followed by the placing of Bitumen Treated Base (BTB) layer and an asphalt wearing course layer and associated testing.

Due to the operational nature of the Haul road, the entire width of the road cannot be closed. The *Contractor* will be required to do the work in half widths. The *Contractor* will be responsible for Traffic Management for the duration of the *works*.

1.2 *Employer's objectives*

The *Employer's* objective is to improve the road surface and driving condition of the Haul road.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CD	Compact Disc
CM	Construction Manager
BTB	Bitumen Treated Base layer
DWG	Drawings
HAZOP	Hazard and Operability Study
Native	Original electronic file format of documentation
QA	Quality Assurance
QC	Quality Control
SANS	South African National Standards
SHE	Safety, Health and Environment
SMP	Safety Management Plan
TNPA	Transnet National Ports Authority
TPT	Transnet Port Terminals

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer's* design for the *works* is: the layer works for the sections of the Haul road that needs to be repaired.

The detail of the design is contained in Section 2.5.

2.1.2 The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 2.2 of the *Employer's Works* Information) ONLY.

2.1.3 The data and information supplied by Transnet National Ports Authority remains the sole possession of Transnet National Ports Authority and any unauthorized alteration; distribution; copying, modification; reproduction in whole or in part; propaganda; and/or use for gain or otherwise is strictly prohibited.

Transnet National Ports Authority provides no warranty, expressed or implied as to accuracy, completeness or reliability of the data and information.

No liability shall devolve upon or be incurred by Transnet National Ports Authority and/or its officials through use of the data and information supplied.

2.2 Parts of the *works* which the *Contractor* is to design

2.2.1 The *Contractor* is to design the following parts of the *works*:

Any work that is not explicitly covered under clause 2.1 *Employer's* design above. All designs done by the *Contractor* are to be approved by the *Employer* before construction or execution of the applicable design.

2.2.2 The *Contractor* is responsible in his design for the overall integration of the design of the *works* with the design of the *Employer* as stated under 2.1 *Employer's* design above for all parts of the *works*.

2.2.3 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

2.3.1. The *Contractor* shall address the following procedures:

All documents will be submitted to the *Project Manager* for review. The *Project Manager* will confirm acceptance or rejection within the period of reply as stated in the Contract Data.

No work will be executed without acceptance of the *Contractor's* design.

2.4 Review and Acceptance of *Contractor* Documentation

2.4.1. The *Contractor* submits documentation as the Works Information requires to the *Project Manager* for review and acceptance. The *Project Manager* will confirm acceptance or rejection within the period of reply as stated in the Contract Data.

2.5 ***Employer's requirements***

2.5.1 Location of the site

The Haul road is located in the Port of Saldanha. There are various sections of the Haul road that need to be repaired as part of this *Works*. The sections are all located within a 2.75km segment of the Haul road. The 2.75km segment is indicated in Figure 1



Figure 1: Location of section of Haul road where repairs are required

2.5.2 Scope of Work

The repair work that is required on the Haul road is required at various sections on the road, all located within 2.75km from each other. The dimensions of the different sections will be confirmed with the *Contractor* before work is executed, to ensure the current state of the road is addressed.

For each of the sections the following Scope of Work applies:

2.5.2.1. Set up of traffic management before any work is done.

The *Contractor* is responsible for traffic management during the construction period. One lane of the road should be open at all times. Both lanes would need to be open after hours. Refer to Section 3.1.5 for working hours.

2.5.2.2. Mill off the asphalt and base layer to a total thickness of 190mm.

2.5.2.3. Removal of one speedbump.

2.5.2.4. The milled material and any other debris shall be removed off site and disposed of at a suitable dump site in line with municipal and environment regulations. A certificate of the relevant dump site is required as proof of proper disposal of the material.

2.5.2.5. A neat, straight cut is to be made along the edges of the section, where needed.

2.5.2.6. Compact the section to a compaction of 93% Mod. AASTHO density.

2.5.2.7. Apply a prime coat on the section. The prime coat shall be applied with a tolerance of $\pm 5\%$ of the specified application rate of the product. Allow the prime coat to crack.

2.5.2.8. Lay and compact BTB layers. The BTB should be placed in 2 layers of 75mm each. The total thickness should be 150mm after compaction. The second layer should be laid while the first layer is still warm.

2.5.2.9. The lane should remain closed to traffic until the surface temperature of the road, both layers, has dropped below 40°C.

2.5.2.10. It is recommended that the BTB layers and the wearing course not be placed on the same day.

2.5.2.11. A gradual slope, made from BTB material, needs to be created for any step in the road before the lane is opened to traffic. This step should be removed before the premix layer is placed.

2.5.2.12. Apply a tack coat over the BTB. The tack coat shall be applied with a tolerance of $\pm 5\%$ of the specified application rate of the product.

2.5.2.13. Lay a 40mm thick premix layer medium wearing course (continuously grade asphalt). A tolerance of $\pm 5\text{mm}$ shall apply. The cross fall of repaired section shall be equal to that of the existing road.

2.5.2.14. The lane should remain closed to traffic until the surface temperature of the road has dropped below 40°C.

2.5.2.15. Neatly seal all the joints of the new paving, using bitumen sealant.

2.5.3 Specific Requirements for material

2.5.3.1. Primer

The primer shall be compliant with the Committee of Land Transport Officials (COLTO): Standard Specifications for Road and Bridge Work: 1998 and applicable SANS standard specifications.

A primer with a quick drying time is to be used, to minimize the disruption to traffic.

A data sheet of the proposed product should be provided with the tender. On award of the Contract the data sheet should be submitted to the *Project Manager* for approval, before it is brought on to site.

2.5.3.2. Tack coat

The tack coat shall be compliant with the COLTO: Standard Specifications for Road and Bridge Work: 1998 and applicable SANS standard specifications.

The tack coat will be applied in a continuous spray and shall not be subjected to any public and construction traffic prior to the application of the premixed wearing course.

A data sheet of the proposed product should be provided with the tender. On award of the Contract the data sheet should be submitted to the *Project Manager* for approval, before it is brought on to site.

2.5.3.3. Bituminous binder

The bituminous binder shall be compliant with the COLTO: Standard Specifications for Road and Bridge Work: 1998 and applicable SANS standard specifications.

A data sheet of the proposed product should be provided with the tender. On award of the Contract the data sheet should be submitted to the *Project Manager* for approval, before it is brought on to site.

2.5.3.4. Aggregate

The aggregate shall be compliant with the COLTO: Standard Specifications for Road and Bridge Work: 1998 and applicable SANS standard specifications.

2.5.4 Specific Requirements for composition of mix

2.5.4.1. The design of the asphalt mixes shall be in accordance with and complying to the COLTO: Standard Specifications for Road and Bridge works: 1998 and applicable SANS standard specifications.

2.5.4.2. The detail of the composition of the mix designs shall be provided in the tender document and shall include the following:

- i. Stone – size (max 26.5 mm for the BTB layer) and % mix
- ii. Crusher dust (passing 2.36mm sieve) – % mix
- iii. Filler (passing 0.075mm sieve) – % mix
- iv. Bitumen content - % (4.5 – 5.5%)

2.5.4.3. A data sheet of the proposed product should be provided with the tender. On award of the Contract the data sheet should be submitted to the *Project Manager* for approval, before it is brought on to site.

2.5.4.4. The mixture when delivered to the paver shall be of a temperature not less than 135°C and not more than 165°C. Only a thermometer capable of measuring in the range of 0 to 200°C in intervals of no more than 2°C, with proof of calibration, to be used.

2.5.5 The *Contractor* will incorporate the following in his Quality Control (QC), as a minimum:

- i. Submission for approval of the data sheets for the Tack coat and Primer.
- ii. Submission for approval of the mix design for the BTB and wearing course.
- iii. Three (3) Full Marshall test per day. The samples should be taken randomly through the day, at the mixing plant.

Results of the tests should be submitted to the *Project Manager*.

- iv. Proof that the temperature of the BTB and asphalt is within the acceptable range when the material is placed.
- v. Submission of proof for the thickness of all layers placed on the road, at all the sections.
- vi. Proof that the specified compaction has been achieved at all the sections.

3 Construction

3.1 Temporary works, Site services & construction constraints

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

The *Contractor* would be granted access to site and entry into the Port after Site Access Certificate (SAC) is issued. The SAC is depended on the Safety Health and Environment (SHE) file has been approved, SHE induction completed, Security permits issued and purchase order (PO) released..

The *Contractor* would be required to adhere to all TNPA COVID 19 requirements and regulations.

The *Contractor* might be subject to adhoc breathalyser test upon entry into the Port.

The *Contractor's* employees must provide identification when requested by Security personnel.

Vehicle entering and exiting the Port may be searched. If requested the *Contractor* must be able to prove ownership of equipment, plant and machinery. This can be done in the form of an equipment list for the project or vehicle.

The *Contractor* must ensure that he complies with the regulations (SHE, Security, etc.) of Transnet National Port Authority (TNPA), when working on site. The *Contractor* will only be allowed to work on the sections of the Haul road indicated in this Works Information Section 2.5.1 (the Site).

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

All employees entering the Port would require to undergo the TNPA SHE Induction before the access permit will be issued. The SHE Inductions take place every Monday and Wednesday from 9:00 till 11:00. An Induction session needs to be arranged through the *Project Manager* 48 hours prior to the session.

Due to the current COVID 19 pandemic, these arrangement might change. Any changes will be communicated to the *Contractor*.

Should the *Contractor* employ any foreign nationals for the project, these employees will be subject to Immigration security checks.

Should the *Contractor* appoint a *Sub-Contractor* these conditions would also apply to him. The *Contractor* will be responsible to approve their *Sub-Contractor's* SHE file. The *Contractor* should provide the *Project Manager* with written confirmation the he has reviewed and approved the *Sub-Contractor's* SHE file, prior to the *Sub-Contractor* being granted access onto site.

Upon approval of the SHE file and completion of SHE Induction, the *Contractor* will provide the *Project Manager* with a list of employees and certified Identity Documents (ID) to arrange for the necessary access permits (Security permits). A minimum notice of 72 hours is necessary for the processing of these permits. This includes changes to staff during the contract period.

The *Contractor* must inform the *Project Manager* 48 hours in advance of any material and plant deliveries to site. The *Project Manager* will notify the Security Department accordingly.

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

The Haul road is located in the main Port precinct. The road is used by TNPA, TPT and various clients, Service Providers and Contractors. The *Contractor* would not be allowed to access any areas in the Port other than the Haul road and the area identified as a Site camp.

The *Contractor's* vehicles will be parked in the parking area identified by the *Project Manager*. Should the *Contractor* require additional parking, he shall submit a request to the *Project Manager*. The *Project Manager* will not unreasonably withhold permission.

The Haul road is used to transport commodities to and from terminals in the Port. The *Contractor* will therefore not be allowed to close the road or work on the entire width of the road at any time. The *Contractor* should ensure that there is a constant flow of traffic on the road, one lane is always open to traffic. The *Contractor* would be responsible for minimizing the disruption to traffic flow at all times. The *Contractor* would be responsible for traffic management for the duration of the Contract.

3.1.4 The *Contractor* complies with the following Site Camp requirements of the *Employer*:

The location of the Site camp will be pointed out by the *Project Manager* during the Site Clarification meeting.

The *Contractor* can only be allowed to store equipment in the boundaries of the Site Camp. The *Contractor* would be responsible for the safety of his equipment, plant and machinery in the Site Camp. Transnet will not be responsible for providing any security for any of the *Contractor's* equipment, plant, material, etc.

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

The *Contractor's* employees will only be allowed to access the sections of the Haul road that is worked on and the area identified as a Site camp.

The *Contractor's* employees must provide identification when requested by Security personnel. The *Contractor's* employees will also adhere to TNPA's security procedures.

The Port is operational 24 hrs a day. The *Contractor's* working hours in the Port will be between 07:00 and 17:00 Monday to Friday. If it is required to work outside stated the stated normal working hours the *Contractor* must obtain written permission at least 48 hours before such work needs to be undertaken. This request should be send to the *Project Manager*. TNPA will not unreasonably withhold permission

The *Contractor* would be responsible to keep daily records of all employees, *Sub-Contractor's* and visitors to the site. These daily records available for inspection by the *Project Manager* at all reasonable times.

3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

The *Contractor* will comply with the working hours stated in 3.1.5.

3.1.7 The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times. Daily dairies should be submitted to the *Project Manager* on a weekly basis.

3.1.8 The *Contractor* will keep a daily record of all the deliveries that is made on site. The material and/ or equipment that is delivered will be placed in the Site camp that it does not obstruct any of the Port's operations.

- 3.1.9 The *Contractor* has title to all Materials arising from excavation and demolition in the performance of the *works* with the exception of any cables that might be discovered, with title to such Materials (as referenced above) remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such Materials for the benefit of the *Employer* in accordance with ECC Clause 73.1.
- 3.1.10 Cooperating with and obtaining acceptance of others
- During construction process the *Contractor* and his employees must be considerate of TNPA's personnel, TPT's personnel, Contractors and Clients.
- 3.1.11 The *Contractor* performs the *works* and co-operates with TNPA's personnel, TPT's personnel, Contractors and Clients on the Site.
- 3.1.12 Publicity and progress photographs
- The Contractor is required to submit weekly progress photographs of the work completed. Photograph permits will be arranged by the *Project Manager*. The *Contractor* would be required to submit the Serial number, make and model of all devices that would be used to take photographs.
- 3.1.13 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- 3.1.14 *Contractor's* Equipment
- The *Contractor* is to keep a daily record of the Equipment that is on Site. The record should indicate as a minimum if it is owned or hired, when it arrived on Site and when it leaves the Site.
- 3.1.15 The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.16 Equipment provided by the *Employer*
- None.
- 3.1.17 Site services and facilities:
- The *Employer* provides an area for a Site camp, as well as water for the use as required for the execution of the *Works*, by means of the Reverse Osmose (RO) plant in the Port. The *Contractor* will be notified if water from the RO plant is not available for use by the *Contractor*, due to specific water requirements by Port operations.
- The *Contractor* shall be responsible for providing everything else necessary for providing the Works. This includes, but not limited to, ablution facilities, other facilities required in/ at the Site Camp, connections required to connect to onsite water supply point and waste disposal. These would be required to be available for the full duration of the Contract.
- 3.1.18 Wherever the *Employer* provides facilities for the *Contractor's* use within the Working Areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

3.1.19 Facilities provided by the *Contractor*:

The *Contractor* is to provide all required facilities required for the completion of the *Work*. The facilities would be located in the Site camp indicated by the *Project Manager*.

The *Contractor* would be responsible for the safe guarding of his facilities and equipment for the full duration of the Contract.

The *Contractor* would be responsible for ensuring that all facilities and equipment is in a clean and hygienic condition.

3.1.20 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:

None.

3.1.21 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

3.1.22 Unless expressly stated as a responsibility of the *Employer* as stated under 3.1.17 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.23 The *Contractor* inspects the Site and all adjoining sites and services of all TNPA lessees with which the *works* interfaces in conjunction with the *Project Manager*:

The *Contractor* and *Project Manager* would do an inspection of the Site before the *Contractor* commence with Site establishment to confirm the condition of all adjoining sites, services, etc.

All work conducted by the *Contractor* should be conducted in such a way not to damage any of the existing structures, equipment or vessels.

3.1.24 Setting out of the *works*

The locations of the sections of the road to be repaired would be confirmed on site with the *Project Manager*, before any work commence.

3.1.25 Underground services, other existing services, cable and pipe trenches and covers

No underground services are located in the area of work within the depth of excavation. It remains the *Contractor's* responsibility to confirm that there is no services that would be impacted by the *Works*.

Any damages to any existing services and infrastructure, known or unknown, would be repaired by the *Contractor* at his own cost.

In the event of any damage to services or infrastructure the *Contractor* is required to notify the *Project Manager* immediately and await instruction on how to proceed.

3.1.26 Where the *Contractor* encounters existing any underground services, existing services cables, pipe trenches, etc. the *Contractor* undertakes the following:

The *Contractor* is to notify the *Project Manager* immediately. The discovered/ encountered services should be marked. Any further service specific instructions would be provided by the *Project Manager* if needed.

3.1.27 Control of noise, dust, water and waste

The *Contractor* shall take necessary precautions to minimise noise and dust generated on site during the execution of the works. The *Contractor* shall manage noise and dust pollution in accordance with the approved Environmental Control Plan in their SHE file.

Water shall be used in an Environmental friendly manner, reducing any unnecessary wastage.

Any waste generated on site should be disposed of at a certified landfill site.

3.1.28 Cleanliness of roads

Should any of the roads in the Port be contaminated during the transportation of any material or equipment to and from the site camp, the *Contractor* would be responsible to clean the road within 24 hours of the contamination.

3.1.29 Weather

Paving works can be undertaken when the air temperature is 8°C and rising and the road surface temperature is 10°C and rising.

The *Contractor* would not be allow to pave in rain.

3.1.30 Giving notice of work to be covered up.

The *Contractor* notifies the *Project Manager* a minimum of one (1) hour before any of the activities starts that requires the *Contractor* to notify the *Project Manager*.

The *Project Manager* should as a minimum be notified via a phone call. As an additional notification, an email can be sent to the *Project Manager*.

3.1.31 The *Contractor* notifies the *Project Manager* of the following elements of the *works* which are to start:

Starting on a new section of the road and before any material is placed.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works. The *Project Manager* cannot certify Completion until all the work has been done and is also free of Defects, which would have, in his opinion, prevented the *Employer* from using the works and Others from doing their work.

The whole of the works should completed within twenty-four (24) weeks after receiving the purchase order from the *Employer*. This includes for the approval of the *Contractor's* SHE file, which should be submitted no later than five (5) days after Contract award. The approval of the SHE File takes between two (2) and three (3) weeks from the first submission, pending the quality and completeness of the submission and the response time of the *Contractor* to the comments raised. Site access will be depended on the issuing of the Site Access Certificate (SAC)/ SHE file approval and the purchase order.

Delay damages for the late completion of the works shall be charged at a nominal rate of five thousand rand (R 5 000.00) per day for every day that the works remain incomplete.

3.2.2 The *Contractor* is permitted to carry out the following *works* after Completion:

None.

3.2.3 Use of the *works* before Completion has been certified

Before Completion has been certified by the *Project Manager*, the *Employer* and his Lessees may use the sections of the road where the *Contractor* is not working. The section where the *Contractor* is working, he will close one lane to traffic and accommodate traffic in the other lane. The *Contractor* would not be allowed to close the entire width of the road at any given time.

The *Contractor* would be responsible for traffic management for the entire duration of the Contract and will ensure minimal disruptions and delays to traffic.

3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

Sections of the road where the *Contractor* is not working in order to continue Port operations, e.g. transport of commodities to and from the terminals.

3.2.5 Access given by the *Employer* for correction of Defects

Access will be given by the *Employer* to the *Contractor* to correct Defects once the SHE File has been updated (if needed) and Security access has been granted to the *Contractor*. The *Project Manager* will issue the *Contractor* with a formal communication stating the date of access to the site for the correction of Defects.

3.2.6 The *Contractor* complies with the following constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion:

The same constraints and procedures, as stated in the Works Information, for access, egress, safety, security, etc. would apply in the *Defect Correction Period* as in the original Contract Period.

Any unforeseen conditions or constraints that might apply during the *Defect Correction Period* would be communicated to the *Contractor* shortly after notifying a Defect.

4 Plant and Materials Standards and Workmanship

4.1 Civil Engineering Works

- 4.1.1 Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:
- 4.1.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works* Information and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.1.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works* Information and specific statements contained elsewhere in C3.1 *Employer's Works* Information, the specific statements contained elsewhere shall prevail, without prejudice to the Project Manager's express duty to resolve any ambiguity or inconsistency in the *Works* Information under ECC Clause 17.1.
- 4.1.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "Employer" is used, read "*Employer*";
- Where the word or expression "Contractor" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.1.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;
- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works* Information;
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.1.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
- "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.1.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).
- 4.1.8 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
- Where the word or expression "Plant" is used, read "Equipment".

4.1.9 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:

Where the word or expression "specification" is used, read "Works Information".

4.1.10 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's* Works Information and in any case and at all times consistent with the *conditions of contract*.

4.1.11 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:

Where the word or expression "Engineer" is used, read "*Supervisor*".

4.1.12 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).

5 List Of Drawings

5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Drawing number	Revision	Title
SBH01I1016-001-00	00	Haul road repairs: Security Entrance to OR Plant

SECTION 2

6 Management and start up

6.1 Management meetings

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

Regular recorded meetings will be convened and chaired by the *Project Manager* or delegated representative as follows:

Title and purpose	Approximate intervals	Location	Attendance by:
Risk Reduction Meeting Risk register and compensation events	As risks arise	Bayvue Admin Centre or MS Teams To be communicated on the Kick-off meeting.	<i>Project Manager, Contractor</i> and appropriate key persons
Risk Management Workshop (incl in the Progress Meeting)	2 weekly	Bayvue Admin Centre or MS Teams To be communicated on the Kick-off meeting.	<i>Project Manager, Contractor</i> and appropriate key persons
Progress Meeting: Overall contract progress and feedback	2 weekly	Bayvue Admin Centre or MS Teams To be communicated on the Kick-off meeting.	<i>Employer, Project Manager, Contractor</i> and appropriate key persons
SHE Meetings: SHE matters	Adhoc	Bayvue Admin Centre or MS Teams To be communicated on the Kick-off meeting.	Appointed and appropriate key persons
Technical Meetings: Technical and Planning matters	2 weekly	Bayvue Admin Centre or MS Teams To be communicated on the Kick-off meeting.	Appointed and appropriate key persons

6.2 Documentation Control

In undertaking the '*Works*' (including all incidental services required), the *Contractor* shall conform and adhere to the naming conventions for documents set out during the Kick off meeting.

All communication shall be via email.

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

6.3 Safety risk management

- 6.3.1 The *Contractor* complies with the following: legal requirements related to the *Works* and TNPA applicable specification/ SHE Specification. The Project specific SHE Specification is attached to the *Works Information*.
- 6.3.2 The *Contractor* ensures that its Subcontractors comply with the requirements of 6.3.1.
- 6.3.3 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to any SHE aspect will be indicated in the Kick off meeting.

6.4 Environmental constraints and management

- 6.4.1 The *Contractor* complies with the following: legal requirements related to the *Works* and TNPA applicable specification/ SHE Specification. The Project specific SHE Specification is attached to the *Works Information*.
- 6.4.2 The *Contractor* ensures that its Subcontractors comply with the requirements of 6.4.1.
- 6.4.3 The milled material and other debris shall be removed off site and disposed of at a suitable disposal site in line with municipal and environment regulations. A certificate of the relevant disposal site is required as proof of proper disposal of the material
- 6.4.4 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to any SHE aspect will be indicated in the Kick off meeting.

6.5 Quality assurance requirements

- 6.5.1 The *Contractor* submits his Quality Management documents to the *Project Manager*, including details of:
- Quality Plan for the contract.
 - Quality Policy.
 - Index of Procedures to be used.
- 6.5.2 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*.

6.6 Programming constraints

- 6.6.1 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of SHE file, Induction, Site Access, site establishment, construction work (broke down into phases), site de-establishment, etc.
- 6.6.2 The *Contractor* presents his first programme and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in soft copy format namely: pdf and native (Microsoft Projects) format.
- 6.6.3 The *Contractor* uses Microsoft Projects for his programme submissions. The use of any other similar programme software package is subject to the prior written notification and acceptance by the *Project Manager*.

- 6.6.4 The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 6.6.5 The *Contractor's* programme shows duration of operations in working days. Working days is from Monday to Friday, 07:00 till 17:00. South African public holidays and weekends are excluded.
- 6.6.6 The *Contractor's* programme shows the following levels:
- Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
 - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes
- 6.6.7 The *Contractor's* weekly programme narrative report includes:
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
 - 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

6.7 Contractor's management, supervision and key people

- 6.7.1 The *Contractor* provides an project Organogram of all his key people and how such key people communicate with the *Project Manager* and the Supervisor.

6.8 Contract change management

- 6.8.1 No additional requirements apply to ECC Clause 60 series
- 6.8.2 In general no scope or design changes are to be actioned until approved in writing at the appropriate level. Once a change or potential change has been identified, a decision will be taken by the *Project Manager* as to whether work in the area concerned is to be stopped, or continued on the previously agreed scope – until such time as the change is approved. Only the *Project Manager's* instruction (PMI) shall be used as method to confirm and verify approved scope or design changes

6.9 Retention

- 6.9.1 The *Employer* will retain 10% of the contract value for a period of 12 months. The 10% retention will be retained on every claim made by the *Contractor* and this amount will be retained for the stipulated period.
- 6.9.2 50% of the retention will be paid out on the completion of the work. The remaining 50% will be paid after 12 months of the completion of the work.

6.10 The *Contractor's* Invoices

- 6.10.1 When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.
- 6.10.2 The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.
- 6.10.3 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;
 - The Contract number and name;
 - The Project Purchase order number.
- 6.10.4 The invoice contains the supporting details:
- Description of the work completed and claimed for;
 - Cost breakdown of work previously claimed, currently claimed and balance outstanding for each section of work;
- 6.10.5 The invoice is presented either by email or by hand delivery.
- 6.10.6 Invoices submitted by email are addressed to: Johane.matthee@transnet.net
- For the attention of J. Matthee, Transnet National Ports Authority
- 6.10.7 Invoices submitted by hand are presented to:
- Invoices submitted by hand are presented to:
- Transnet SOC Ltd
- Bayvue Centre
- Marine Drive
- Saldanha
- 7395
- For the attention of J. Matthee, Transnet National Ports Authority
- The invoice is presented as an original.

6.11 People

- 6.11.1 Minimum requirements of people employed on the Site:
- Project Manager
 - Site Supervisor
 - Health and Safety Officer
 - Labour

6.11.2 The Industrial action and the *Contractor's* liability

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 and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages.

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.

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.

The *Contractor* shall give notice to 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, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.

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.

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 are or could potentially be interrupted by industrial action in delivering the Service.

In the event of any industrial action by the *Contractor's* employees, the *Contractor* is obliged: To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the *Contractor* is required to deliver the report at 8h30 each day.

The Industrial Action Report must provide at least the following information:

- Industrial incident report,
- Attendance register,
- Productivity / progress to schedule reports,
- Operational contingency plan,
- Site security report,
- Industrial action intelligence gathered.

The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

The *Contractor* 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.

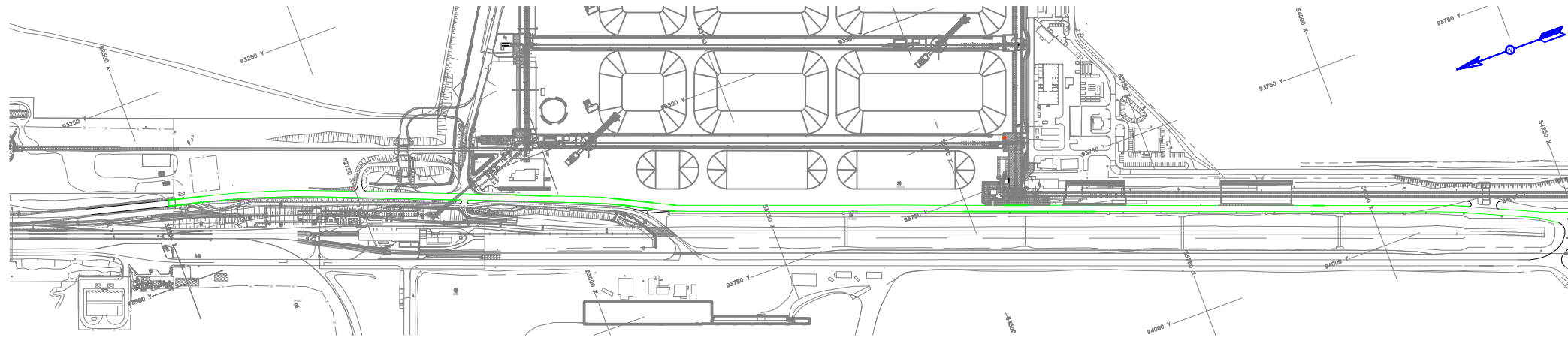
The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

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

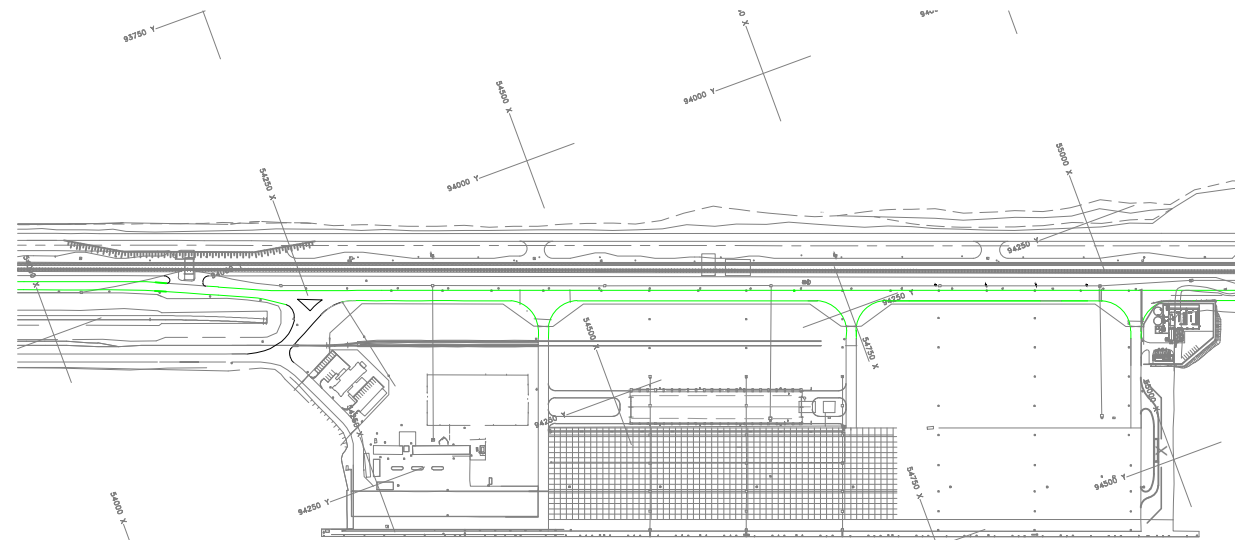
to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing.

6.12 Plant and Materials

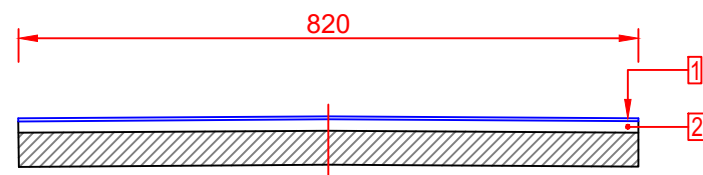
- 6.12.1 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the *works*.
None.
- 6.12.2 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.
- 6.12.3 The *Contractor* provides all other Plant and Materials necessary for the *works* not specifically stated to be provided "free issue" by the *Employer*.



LOCALITY PLAN A
1:7500

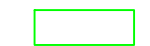


LOCALITY PLAN B
1:7500



TYPICAL SECTION
1:100

LEGEND:

-  EXISTING LAYERS
-  REPAIR AREA

NOTES:

- THE CONSTRUCTOR WORK WILL BE DONE IN SECTIONS OF THE REPAIR AREA. CO-ORDINATES AND DIMENSIONS OF THE WORK AREAS WILL BE CONFIRMED ON SITE BY THE PROJECT MANAGER. THE TOTAL AREA OF THE WORK AREAS WILL ACCUMULATE TO THE AREA STATED IN THE WORK INFORMATION.
- ALL DIMENSIONS IS IN mm UNLESS OTHERWISE STATED AND LEVELS REFER TO CHART DATUM.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE NATIONAL CONSTRUCTION REGULATIONS
- LOCALITY PLAN B CONTINUOUS AT THE RIGHT SIDE OF LOCALITY PLAN A

LAYERS:

- 1 - 40mm ASPHALT
- 2 - 150mm BTB LAYER

SBH - HARBOUR MASTER		SBH - FINANCIAL MANAGER	
SIGNATURE	DATE	SIGNATURE	DATE
SBH - RISK MANAGER		SBH - ENVIRONMENTAL MANAGER	
SIGNATURE	DATE	SIGNATURE	DATE
SBH - SECURITY MANAGER		SBH - PROPERTY MANAGER	
SIGNATURE	DATE	SIGNATURE	DATE
SBH - CORPORATE AFFAIRS MANAGER		SBH - MARINE OPERATIONS MANGER	
SIGNATURE	DATE	SIGNATURE	DATE
SBH - MARKETING MANAGER		SBH - CHIEF FIRE OFFICER	
SIGNATURE	DATE	SIGNATURE	DATE

FOR APPROVAL

00	ISSUED FOR APPROVAL	2022-05-27
No.	DESCRIPTION / REVISIONS	DATE



PROJECT / AREA / ASSET / SUBJECT	
PORT OF SALDANHA	
MAIN PORT	
MOSS GAS SITE PRIVATE BAG X 1 SALDANHA TEL: (022) 703 5440	

DRAWING TITLE	
HAUL ROAD MAINTENANCE: SECURITY ENTRANCE TO RO PLANT	

DATE	2022-05-27	SBH - ENGINEER-IN-TRAINING	
SCALE	AS SHOWN	SIGNATURE	2022-05-27
DESIGNED BY	JM	SBH - CIVIL ENGINEER	
CHECKED BY	DK	SIGNATURE	2022-05-27
DRAWN BY	MvT	SBH - PORT ENGINEER	
APPROVED BY	JS	SIGNATURE	2022-05-31

PAPER SIZE	TRANSNET DRW. NO.	SHEET	REV.
A3	SBH0111016-001-00		
SHEET	CONSULTANT / CONTRACTOR DRW. NO.		
1 OF 1			

Safety, Health & Environmental (SHE) Specification for:

PROJECT DESCRIPTION: REPAIR OF THE HAUL ROAD AT THE PORT OF SALDANHA.

ISSUED: APRIL 2022

PREPARED BY: Safety, Health & Environmental (SHE)
Department, Private Bag X1, Saldanha, 7395

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1. Introduction

This specification development guideline identifies and encompasses the working behaviours and safe work practices that are expected of all Transnet SOC Ltd employees, Contractors, Consultant, Visitors and Suppliers, engaged on Transnet managed projects as required by Occupational Health and Safety Act (85 of 1993). (The “Act”)

The purpose of the abovementioned Specification is to:-

- Acquaint the Contractor about the need to determine the risks concerned with the specific project prior to making submissions to the Client for consideration of their request to do business with and within the Transnet National Port’s Authority (TNPA) Saldanha.
- Make sure that the Client’s Safety, Health and Environmental Specification are used as the basis for the drafting of the Contractor’s Safety, Health and Environmental Management Plan.
- Proactively the provided Safety, Health and Environmental Specification to be used as a Guideline to be followed by all Contractors to ensure mitigation measures are in place for the health and safety of all persons potentially at risk during the service delivery and that the environment is protected from any potential negative impacts that could arise as a result of the service delivery

2. Scope of Work

The scope of work entails the **repair of sections of the Haul road at The Port of Saldanha. The works will include removal of debris build up on the road, milling and disposal of milled material, followed by the placing of Bitumen Treated Base (BTB) layer and an asphalt wearing course layer and associated testing.**

CONTEXT

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

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

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

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

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

3. Abbreviations and Definitions

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

“Purpose of the Act” –

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

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

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

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

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

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

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

The certificate will reflect the -

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

The certificate will be issued without any alterations.

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

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

“OHS” means Occupational Health and Safety

“Section 37(2) Agreement” – means

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

“SHE” - means Safety Health and Environment

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

“TNPA” - means Transnet National Ports Authority

4. Responsibilities

4.1 TNPA SHE Department shall:

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

4.2 Client (TNPA)

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

4.3 Principal Contractor

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

4.4 Other Joint Responsibilities

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

4.5 Principal Contractor's General Duties

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

4.5.3. Legal Liabilities

Common Law and Legislation

Based on two main criteria –

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

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

5. Safety, Health and Environmental Risk Assessments

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

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

5.1. Arrangements for Controlling Significant Site Risks

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

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

5.2. Development of Risk Assessments

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

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

of and understanding the risks related to the job and preventative measures and controls.

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

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

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

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

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

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

1. Restricted working area
2. Exposure to dust
3. Exposure to hazardous chemical/material.
4. Exposure to noise
5. Pressure equipment
6. Uneven surfaces
7. Traffic /vehicle movement
8. Moving heavy duty equipment
9. Weather condition - dehydration and heat exhaustion
10. Protection from wet and cold conditions

5.3. Roles and Responsibilities for Risk Assessments

5.3.1. TNPA

The Port of Saldanha shall:

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

5.3.2. The Contractor shall

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

5.3.3. Other Requirements

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

7.4 Procedure

- 7.4.1 Prior to commencement of any project within the port boundaries, a Safety, Health and Environmental risk assessment shall be conducted to identify hazards and risks that could impact on the health and safety of employees, contractors and the environment on which they are working on.

- 7.4.2 Risk assessment is a document compiled to show the risks identified and the actions to be taken to eliminate or mitigate all the identified risks and all possible hazards and conditions that can pose a threat to the health and safety of any person.
- 7.4.3 A competent person must be appointed in writing to do all risk assessments.
- 7.4.4 A risk assessment will be compiled for every task to be performed, including:
 - a) Transportation of passengers,
 - b) Transportation of materials and equipment
 - c) Use of all equipment
- 7.4.5 No contractor will be allowed to do any work without a proper Risk Assessment.
- 7.4.6 A risk assessment will include: -
 - a) Risk identification.
 - b) Risk analysis.
 - c) Clear and understandable controls to prevent or mitigate risk.
 - d) Matrix and rating (to show low, medium and high risk)
- 7.4.7 For all risk assessments reflecting a high risk, a safe work procedure will be compiled.
- 7.4.8 A monitoring plan to show the process to be followed to ensure that there is compliance to the risk assessment and to determine whether the risk assessment is suitable to ensure safe working practices.
- 7.4.9 A review plan to show the process to be followed to determine under which circumstances a risk assessment will be reviewed to ensure safe working practices.
- 7.4.10 Every principal contractor / contractor will ensure that all risk assessments are training documents and it will be compiled in such a way that all risks and controls are clearly understandable.
- 7.4.11 All risks will be considered and addressed; therefore all risk assessments will be comprehensive.
- 7.4.12 A training attendance register reflecting the dates of training and the names and signatures of all trainees will be kept in the safety file.

5.4. Review of Risk Assessment

The Principal Contractor shall review the hazard identification, risk assessments and standard working procedures at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and work methods and processes.

The Principal Contractor shall provide TNPA, other Contractors and all other concerned parties with copies of any changes, alterations or amendments.

5.5. Safe Operating/ Work Procedures

Specific Rule #1

DO NOT work in hazardous areas without proper procedure being followed

For every task to be performed including, but not limited to:

- a) Site establishment - Fire fighting / Evacuation & emergency procedures / Rubble & refuse removal/Stacking & storage / Housekeeping / Loading & off-loading.
- b) PPE - Issue and control / Uses.
- c) Work areas –/ Safe Access & egress / Backfilling / Compacting / / Lifting & rigging / Steel fixing / / Elevated work / Use of ladders

6. Occupational Health and Safety Management

6.1.1. Standard setting

- a) SHE goals for the project and arrangements for monitoring and review of SHE performance.
- b) The SHE standards to which the project will be carried out. These may be set in terms of statutory requirements or higher standards TNPA may require in particular circumstances.

6.1.2. Communication and cooperation

- a) Means for communicating and passing information between the project team (including TNPA and TNPA's representatives) the Designers, the Principal Contractor, other Contractors, workers on site and others whose health and safety may be affected;
- b) Arrangements for securing cooperation between Contractors for SHE purposes;
- c) Arrangements for management meetings and initiatives by which the SHE objectives of the project are to be achieved;
- d) Arrangements for consulting and coordinating the views of workers or their representatives.

6.1.3. Information and training for people on site

- a) Arrangements are to be defined by which the Principal Contractor will check that people on site have been provided with:
 - i. SHE information and training (including induction); and
 - ii. information about the project (e.g. relevant parts of the SHE Plan),
- b) Arrangements also need to be defined for:
 - i. project-specific awareness training;
 - ii. toolbox or task health and safety talks; and
 - iii. the display of statutory notices.

6.1.4. Welfare

The arrangements for the provision and maintenance of welfare facilities.

6.1.5. Site rules

Arrangements for making site rules, setting them out in the SHE Plan and bringing them to the attention of those affected. There may be separate rules for Contractors, Workers, Visitors and other specific groups.

6.1.6. Emergency procedures

Emergency arrangements for dealing with and minimising the effects of injuries, fire and other dangerous occurrences.

6.1.7. Reporting of incident information

Specific Rule # 2

Report all injuries and incidents occurring on site immediately to the TNPA Project Manager and SHE Department

Arrangements for passing information to the Principal Contractor about incidents, near misses, ill health and dangerous occurrences that regulating bodies are required to be notified of.

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
- ii. the health or safety of any person was endangered
- iii. where a dangerous substance was spilled



- iv. the uncontrolled release of any substance under pressure took place
- v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- vi. machinery ran out of control,

Report to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

6.2. Structure and Organisation of SHE Responsibilities

6.2.1. Overall Supervision and Responsibility for SHE

TNPA and/or its Agent on its behalf needs to ensure that the Principal Contractor implements and maintains the agreed and approved SHE Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

- a) The Chief Executive Officer of the Principal Contractor in terms of Section 16(1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- b) All OHS Act (85 /1993), Section 16(2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- c) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

6.2.2. Further (Specific) Supervision Responsibilities for SHE

Several appointments or designations of responsible and /or competent people in specific areas of work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Work Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

7. Safety, Health and Environmental File

The Principal Contractor shall keep a Health & Safety File on site at all times that must include all documentation as prescribed by TNPA and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done.

IMPORTANT:

The Health and Safety File will remain the property of TNPA and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to TNPA and/or its Agent on its behalf at the time of completion of the project.

The SHE File is a record of information, collected and kept throughout the project for TNPA or the end user. The information it contains alerts those who are responsible for the structure of the key SHE risks that will need to be dealt with during subsequent maintenance, repair and work (i.e. modifications).

9.1 The SHE file requirements are defined in terms of -

- a) layout and format;
- b) arrangements for the collection and gathering of information; and
- c) storage of information and whether it can be reused, recycled, or needs to be disposed of.

9.2 The SHE file will contain the following documentation;

- a) Letter of Good standing
- b) Organogram
- c) SHE Plan approved by client
- d) SHE Policy
- e) Risks Assessments including
 - i. Base line risk assessments
 - ii. Daily Site Safety declaration and deviations reporting
- f) Overall Control Register (Indicating all personnel information)
 - i. Induction Training
 - ii. Personal CV's
 - iii. A Personal file of each employee with the details and telephone numbers of his next of kin, doctor etc. on site
 - iv. I.D. documents and other documents.
 - iv. Certificates of medical fitness
 - v. PPE Issue control sheet
 - vi. Training Records, including SHE Induction
- i) Environmental Management
 - i. Waste Procedures etc.
 - ii. Spillage responsibilities
- j) Housekeeping
 - i. Procedure
 - ii. Plan etc.

- k) Personal protective equipment
 - i. Registers
 - ii. Records
 - iii. Training
 - iv. Signs
 - l) SHE Performance
 - i. Incidents, Stats & Analysis
- 9.3 This file will be kept on site and will be available at all times to TNPA and Department Of Labour
- 9.4 At completion of contract, the Health and Safety file will be included in the consolidated file and it will be handed over to the TNPA representative (Project leader/SHE Department).

8. SHE Inspections

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

8.1. Housekeeping

Good housekeeping will be maintained at all times. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a work site:

- a) Phase priorities and production/plant layout
- b) Enclosures
- c) Pits, openings and shoring
- d) Storage facilities
- e) Effective, sufficient and maintained lighting or illumination
- f) Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- g) Oil, grease, water, waste, rubble, glass, storm water
- h) Colour coding
- i) Demarcations
- j) Pollution
- k) Waste disposal
- l) Ablution and hygiene facilities
- m) First aid

This list must not be taken to be exclusive or exhaustive.

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

9. Personal & Other Protective Equipment (Sections 8/15/23 of the OHS Act)

The Contractor shall identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable, take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.

Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered.

Specific Rule # 3

Adhere to all the health and safety basic rules, standards and signals and always wear the required PPE (Personal Protective Equipment)

The contractor shall ensure that his/her employees are provided with appropriate personal protective equipment. These shall include but is not limited to;

- a) Hand protection
- b) Head protection

Specific Rule # 4

Head Protection (Hard Hat) Must Be Used In Accordance With SANS 1397; Only Hard Hats That Are Still In Force; I. E. The Replacement Timeframe Has Not Lapsed Are To Be Used On Site. (See manufacturers' marking on hard hat)

- c) Non-slippery shoes
- d) Service provider uniform
- e) Steel toe-capped footwear.
- f) Hearing protection SABS 1451 approved hearing protection
- g) Wearing of short trousers/pants not allowed

10. Infection Control

The contractor employees shall not be permitted to work if their body parts, in particular hands and arms have cuts.

The contractor employees shall be subject to TNPA first aid measures in cases of first aid cases being incurred at their workplace.

11. Equipment and Machinery

- a) All equipment and machinery shall be in good working order and compliant with legal requirements.
- b) Cleaning or repairing of equipment is not permitted in offices areas.
- c) All equipment shall be stored in designated areas and not haphazardly.
- d) In case of material being stored haphazardly TNPA SHE BU will issue a non-conformance report to the contractor, who will be required to reply within a specific period on corrective and preventative measures
- e) All equipment with a dangerous part must not be exposed, but adequately guarded as to prevent an employee to come in contact with the dangerous part.
- f) The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.
- g) The company is not responsible for the health and safety of a contractor's employees and/or for the loss of the contractor's equipment as a result of any cause whatsoever.
- h) Contractors shall provide their own equipment which must comply with the standards put down in the Occupational Health and Safety Act (85 of 1993).
- i) On no account are contractors or unauthorized employees permitted to operate TNPA cranes, hoists, lifts, or any other equipment including vehicles and forklift trucks. If the use of any of the above equipment is required, application must be made to the person in charge, i.e. the Project Manager or SHE Manager.

12. Tools and Equipment

- a) All tools and equipment must be inspected by the Supervisor/Safety before used on site.
- b) All equipment and machinery shall be in good working order and compliant with legal requirements.
- c) All equipment shall be stored in designated areas and not haphazardly.
- d) In case of material being stored haphazardly TNPA SHE BU will issue a non-conformance report to the contractor, who will be required to reply within a specific period on corrective and preventative measures
- e) All equipment with a dangerous part must not be exposed, but adequately guarded as to prevent an employee to come in contact with the dangerous part.
- f) The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.

- g) The company is not responsible for the health and safety of a contractor's employees and/or for the loss of the contractor's equipment as a result of any cause whatsoever.
- h) Contractors shall provide their own equipment which must comply with the standards put down in the Occupational Health and Safety Act (85 of 1993).

13. Training

The contents and syllabi of all training required by the OHS Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

13.1. SHE Induction Programme

- a) Before any commencement of work, all employees including contracting employees shall attend TNPA Safety, Health and Environmental Induction, prior starting with their respective working activities.
- b) The contractor shall contact TNPA for induction of his/ her employees.
- c) TNPA risks will be outlined in the induction programme.
- d) The induction shall be conducted, the Monday prior to the commencement of the works/contract.
- e) The induction will include a competency test of which the contractors' employees must obtain 80% to pass or be re-inducted.
- f) No employee or contractor will be allowed to enter TNPA, Saldanha before he/she undergoes induction.

13.2. General Induction Training

All employees of the Principal and other Contractors must be in possession of proof of General SHE Induction training.

13.3. Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

14. Periodic Medical

All employees of contractors working within TNPA, Saldanha shall undergo annual medical surveillance which will include:

- a) Hearing Tests
- b) Audio Tests
- c) Vision screening
- d) Lung functioning, and any other test deemed necessary by an professional medical practitioner

The contractor shall confirm in writing to TNPA, SHE that the intended employees to work at TNPA, Saldanha sites has been declared medically fit.

15. SHE Signage on plant and in buildings

The contractors employees shall comply with all SHE signage posted at various locations of TNPA, Port of Saldanha

16. SHE Objectives and Targets

TNPA, Saldanha target for disabling injuries (DI) is zero, and the contractor and his/her employees shall comply with this requirement by means of working safely.

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to TNPA and/or its Agent on its behalf on a monthly basis.

17. SHE Communication & Awareness

- a) TNPA, Saldanha SHE communication are channelled through TNPA, SHE BU.
- b) Monthly news flashes are communicated by e-mail and SHE notice boards
- c) The contractors' employees will refer to the SHE notice boards in their areas of work for SHE communication.
- d) Internal competitions will be held to test the level of understanding and knowledge with reference to SHE matters.
- e) The Contractor shall notify TNPA of any complaints lodged by a third party, and request appropriate information and measures to address such complaints. TNPA is responsible for maintaining a complaints register in which all complaints are recorded, as well as action taken. This register shall be available to the Contractor on request.
- f) SHE Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the SHE Committee as per the procedures determined by the SHE Committee.
- g) In addition to the above, communication may be directly to TNPA or his appointed Agent, verbally or in writing, as and when the need arises.
- h) Consultation with the workforce on SHE matters will be through their Supervisors and SHE Representatives ('SHE – Reps')
- i) The Principal Contractor will be responsible for the dissemination of all relevant SHE information to the other Contractors e.g. design changes agreed with TNPA and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

18. Incident/Accident Reporting & Investigation

- a) It is the responsibility of the Contractor to report the reportable incident/ Accident according to the OHS Act 85 of 1993 to the Department of Labour or SAMSA as stipulated within the Act
- b) The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- c) The contractor or a duly authorized representative shall form part of the investigation process
- d) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- e) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- f) The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the work site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- g) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- h) The contractor shall ensure that the recommendations upon acceptance are implemented successfully.

18.1. Accidents and Incident Investigation (General Administrative Regulation 9)

The Principal Contractor shall be responsible for the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register.

The Principal Contractor shall be responsible for the investigation of all minor and non-injury incidents as described in Section 24(1)(b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

18.2. Occurrences reporting & investigation

It is the responsibility of the Contractor to report the reportable incident/Accident according to the OHS Act 85 of 1993 to the Department of Labour or SAMSA as stipulated within the Act

The contractor or a duly authorized representative shall form part of the investigation process

The contractor shall ensure that the recommendations upon acceptance are implemented successfully.

The Principal Contractor shall provide TNPA with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring.

19. Insurance

The contractor shall effect at his own cost any insurance which he deem necessary in his own interest to cover lose and/or damage to the property of Transnet National Port Authority or a third party. The contractor shall within four weeks of the award of the contract submit to the Engineer the policy or policies of insurance and the receipts for payment of the current premiums. These insurances shall be maintained in force for the duration of the contract and shall be affected with insurers and on terms approved by Transnet National Port Authority.

The Contractor will be required to certify that he does carry the following insurance cover for the full duration of the Contract:

- a) Contractor's property - the full value of all material, plant and equipment brought on to the site by the Contractor for the performance of his obligations in terms of the contract.
- b) Public liability - the contractor shall take out a public liability insurance policy in an amount of R10 000 000, 00 (Ten Million Rand) per occurrence on terms approved by Transnet NPA.

Such policy shall:

- i. be of full force and effect as from the commencement date;
- ii. not be cancelled or terminated by the contractor without the prior written consent of TNPA;

The contractor shall:

- i. pay the premiums for such insurance policy promptly on due date;
- ii. submit proof of payment to Transnet NPA if requested to do so;
- iii. Not do or cause to be done, any act or omission, which shall affect the validity of such insurance policy or cause its cancellation.

20. Security

The Contractor shall adhere to the Port security measures as enforced by TNPA. The contractor is responsible for the safeguarding of his own equipment and material while on site and/or working in the Port of Saldanha.

20.1. Access Control

To control entrance/exit of personnel, vehicles, equipment and materials on any project by implementing security systems.

Access control is the controlling of people, property and vehicles in and out of a secured area. Security is responsible for the issuing of access control cards. Should you want to take private property through the access control point, you have to declare the property at the gate.

Points of vehicle and pedestrian access to restricted areas shall provide the same level of physical protection as that provided at all other points along the secured perimeter. Gate hardware for security fencing shall be installed in a manner that will mitigate tampering.

Any property that you want to remove from the site, even scrap wood or empty containers must be accompanied by a waybill signed by a senior mine employee who is authorized to give such permission to remove these items.

When transport property between two access control points, ensure that the original of the waybill is handed in at the exit point and a copy is handed in at the entry point. Do not enter a security area except through a gate controlled by security.

Vehicle permits are also issued by security, after the safety officer declared that your vehicle is roadworthy. Your supervisor will approve your application and then only will you be issued with a vehicle permit

21. Environmental Management Plan

The contractor must comply with all applicable environmental legislation at all time in the work site. The contractor must ensure compliance with the Transnet Group SHEQ Risk Management Policy Statement.

The Contractor shall submit, for TNPA review, an Environmental Management Plan (EMP) which provides in detail measures to be implemented to manage and prevent environmental impacts associated with the planned works. This EMP must be submitted well before commencement of planned works, and must include, but shall not be limited to the following aspects:

- a) Description of scope of planned works;
- b) Description of appointments, roles and responsibilities of relevant staff that will ensure implementation of environmental management during execution of planned works;
- c) Management and communication (reporting, etc.) arrangements during execution of planned works;
- d) Site establishment arrangements, explained in a proper method statement, including details on facilities and equipment to be installed/used;

- e) Waste management during execution of planned works (identification, handling and disposal of general and hazardous waste);
- f) Maintenance, repairs and servicing of equipment and plant;
- g) Refuelling of plant and equipment
- h) Storm water and run-off management;
- i) Groundwater management/prevention of contamination;
- j) Hazardous substances management (identification, handling, storage and disposal of hazardous waste);
- k) Effluent monitoring;
- l) Spill response measures;
- m) Dust control/management
- n) Noise control/management
- o) Rehabilitation measures;
- p) Inspection, auditing and monitoring measures to be implemented during execution of planned works.

The Contractor is made aware of the following specifics:

21.1. Licensing and Permits

Any activity that requires a licence, permit of authorisation from the Port Authority or any Government Authority that is prescribed by legislative requirements must be obtained before the undertaking of the work. The contractor shall strictly comply with conditions and requirements pertaining to the issue of such permits. The contractor shall ensure compliance to these licences, permits or authorisations at all times. These include, but are not limited to the following;

- a) SHE Site Access Permit
- b) Security Site Access Permit
- c) Isolation/lock out
- d) Hot work permit

Specific Rule # 5

All Hot work on site requires a HOTWORK PERMIT. The latter is issued by the Transnet National Ports Authority Fire department. Contact 022 703 4330/1/8

- e) Working at height (above 2 meters)

Specific Rule # 6

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

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

21.2. Waste management

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

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

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

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

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

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

21.3. Indigenous plants and animals

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

22. Transportation

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

23. General Site Procedures

Servicing and fuelling should preferably occur off site.

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

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

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

23.1. General Inspection, Monitoring and Reporting

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

23.2. Contractor's audits and inspections

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

23.3. Other audits and inspections by TNPA

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

23.4. Recording and review of inspection results

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

23.5. Review

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

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

24. Site Rules and other Restrictions

24.1. Site SHE Rules

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

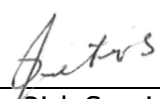
When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

25. Records

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

Issued by: SHE Department, Port of Saldanha

Approved by:


Netaneel Pieters- Risk Specialist

11 April 2022
Date



Transnet

**Principal Controlled Insurance Manual
(PCI)**

Contract Works

Contractors Public Liability

Professional Indemnity

To be used for construction related projects with a value of less than R1 billion.

For use by the Insured parties

Updated 2022 2023

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1 Introduction

Transnet SOC Limited insures all Projects / Contracts on a Principal Controlled Insurance Programme basis (including the Assembly and/or Erection of Plant and Machinery) in respect of Contract Works, Contractor's Public Liability and Contract Professional Indemnity and cover extends to Contractors and/or Consultants to the extent that Transnet contractually undertakes to arrange such insurance for their benefit.

The program is designed to effectively manage insurable construction risks.

Please note that this manual serves as a reference only, and does not in any way override, derogate or supersede the conditions of contracts or other agreements entered into, or the terms and conditions of the policies of insurance, which have been arranged by or on behalf of Transnet SOC. This manual must not be regarded as a substitute for the policy documents nor be construed as a legal interpretation of the protection afforded.

1.1 Benefits of the PCI Insurance Program

- 1.1.1 Transnet and its Operating Divisions wish to control the risk exposures in the case of Construction Insurance.
- 1.1.2 Transnet, as a large organization, bulk-buys insurance resulting in preferential rates and comprehensive cover.
- 1.1.3 Eliminates potential problems, which usually occur when individual Contractors are responsible to arrange separate insurance.
- 1.1.4 Includes the Contractor/s and/or Subcontractor/s and/or Consultant/s as insured parties where Transnet contractually undertake to arrange cover on their behalf.

1.2 Administrative Arrangements

1.2.1 Projects falling outside the scope of PCI

- a) The Operating Divisions must declare projects, which are excluded from the PCI programme, prior to the commencement of such contract.
- b) This declaration must be made to Group Insurance and the Transnet broker.

- c) To declare the value of a contract for contracts involving assembly or erection of plant and machinery or repairs maintenance or overhaul thereto, THE FULL NEW REPLACEMENT VALUE OF THE PLANT/MACHINERY involved must be declared AND NOT ONLY THE CONTRACT VALUE, for example:
 - Cranes (repairs or final assembly)
 - Machinery being moved
 - Maintenance or new works on existing Transnet National Port Authority Vessels whilst moored or in dry dock.
- d) Contract value must include the replacement value of any Free Issue Material provided.

1.2.2 Tender Stage of Contracts

- a) It is important that Tender documents and finalised contract documents reflect the fact that Transnet as the Principal/Employer arranges certain covers which incorporates cover on behalf of Contractors and / or Subcontractors and/or Consultants.
- b) The arrangement of PCI Insurance by Transnet does not relieve the contracting parties of their contractual obligations such as care of the works and liabilities to third parties.
- c) The cover provided, including limits of insurance purchased, should be clearly spelt out in the Tender documents and finalised. Contract documentation including the deductible(s) that are applicable and the fact that Contractor and/or Subcontractor and/or Consultants are responsible for the payment of such deductible(s).

1.2.3 Contracting outside the Territorial Limits

- a) If Contracts are to take place in any territories outside of South Africa, the broker needs to be advised of the same at feasibility stage.
- b) Due to the more stringent legislation regarding insurance in African countries, that the majority of territories within Africa make it compulsory to insure in country with an admitted insurer, in such territory as approved by the local insurance commissioner.

1.2.4 Additional Insurances that can be included in the PCI CW policy if needed (Optional)

Marine Transit Cover	Covering imports until delivered and checked on site
Removal of Lateral Support	Covering legal liability incurred as result removal of, weakening of, or interference with support to land or property or buildings adjacent to, on or in the vicinity of the Contract site.

1.2.5 Information to be shared with all Insured parties

a) **Warranties** (refer to relevant section in this manual)

It is essential that the Warranties be brought to the attention of the contractor and their sub-contractors as well as any other party involved in the contract/project being undertaken.

Where the special conditions concerning the warranties are not practical, specific arrangements for cover can be made with underwriters. It will require detailed underwriting information and an additional premium may be charged.

If any insured party does not conform to any of the insurers Warranties, then cover provided by the policy will be forfeited.

b) **Deductibles** (refer to relevant section in this manual)

The deductible is payable by the contractor as per the contract between Transnet and the Contractor.

The deductibles may change from time to time and it is the contractor's responsibility to obtain the latest deductible structure.

c) **Claims Management** (refer to relevant section in this manual)

Incidents that might lead to an insurance claim must be reported as soon as possible.

Claims must be notified within 30 Days after incident.

Claims must be notified to the Projects Manager, OD Insurance office and broker.

2 PCI Insurances Arranged by Transnet

2.1 Insurance Cover Applicable to All Contracts other than Excluded Contracts

2.1.1	Contract Works Cover	Covering physical loss or damage to the works, temporary works and materials for incorporation into the works whilst in transit, temporary storage and whilst in the course of erection at the contract site within the Republic of South Africa.
2.1.2	Contractors Public Liability Cover	Covering legal liability for damage to third party property and/or injury to or death of third party persons arising out of or in connection with the performance of the works on the contract site or sites designated for purposes of the performance of the contract.
2.1.3	Professional Indemnity	Covering legal liability as a result of neglect, error or omission of the insured in the execution of their professional activities.
2.1.4	Riot / Strike/ Terrorism Cover (Contract Works)	Provided by SASRIA (South African Special Risks Insurance Association) in respect of risks within the Republic of South Africa.

3 Claims Administration

All incidents that could give rise to claim under the Principal Controlled Insurances have to be reported to the Broker / Insurer within a **30 (Thirty) day** period. Failing this, claims will not be entertained.

3.1 Engagement of Nominated Loss Adjusters for Contract Works Claims

The broker is authorised to appoint a Nominated Loss Adjuster to investigate and quantify losses that are potentially indemnifiable under the Policy.

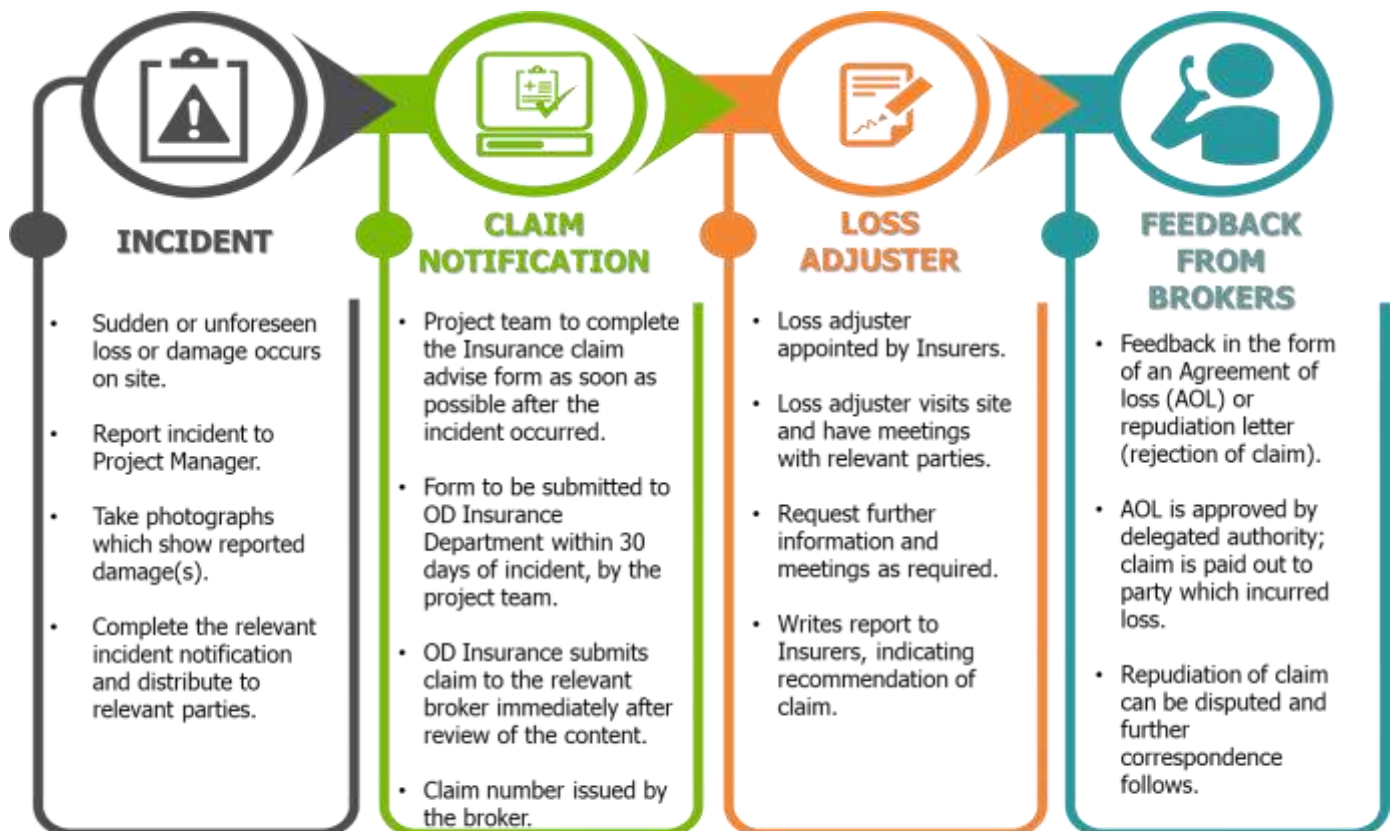
3.2 Insurance Claims Principals

- 3.2.1 Losses involving theft or malicious damage must be reported to the police and a police case number obtained and recorded.
- 3.2.2 The Employer, Contactor(s) or Sub-Contractor(s) shall allow free access for Insurers' Loss Adjuster(s) and / or Employer's Insurance Broker for the purpose of investigation and assessing the loss or damage.
- 3.2.3 The Employer, Contractor(s) or subcontractors shall not deal directly with the Insurers other than by co-operating with their Loss Adjuster(s) and / or the Employers Insurance Broker's request.
- 3.2.4 The Employer, Contractor or Sub-Contractor shall make no Admission of Liability in the event of damage, loss or injury to third party property or persons.
- 3.2.5 Letters of demand or summonses from claimants should be forwarded to the Transnet Broker through the Group Insurance office immediately upon receipt.
- 3.2.6 In the event of immediate repairs being necessary in the interest of safety, the Contractors may with the Employer's permission proceed with such repairs.
- 3.2.7 Other than, in the circumstances described above the Contractor shall not proceed with the making good of any loss without the prior authorization of the Employer who shall advise the Insurer's appointed Loss Adjuster(s) and the Transnet brokers.
- 3.2.8 Upon commencement of the making good of any loss, the Contractor shall keep separate records of the costs involved in making good such loss and these records must be authenticated by the Employer for submission to the Insurer's or their Loss Adjuster(s). Such records shall include, inter alia, the entire cost of labor, materials, transport and equipment.
- 3.2.9 Upon the amount of the loss or damage being agreed upon by the Loss Adjuster(s) and

Transnet / the Contractor, the Contractor and Transnet will sign an "Agreement of Loss" (AOL) form.

- 3.2.10 The amount agreed upon by the Insurers, the Insurers shall pay the Contractor and the Employer to the Employer net of the deductible, who will arrange for the payment to be made to the Contractor as appropriate after deduction of the first amount payable.

3.3 Insurance Claims Process



4 Summary of Contract Works Insurance

4.1 Scope of Cover: Contract Works

Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works and as may be more fully described in the Policy.

4.2 The Insured Party (ies)

4.2.1 As Employer and Named Insured:

Transnet (SOC) Limited, and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

4.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

4.2.3 Sub-Contractors:

- a) All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract); and

4.2.4 To the extent required by any contract or agreement;

- a) 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;
- b) 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 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;
- c) any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract;
- d) all for their respective rights and interests

4.3 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.

4.4 Territorial Limits

The Republic of South Africa.

4.5 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 R500,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

4.6 Definitions

- 4.6.1 **"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. "Off-Shore 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.
- 4.6.2 **"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;
- 4.6.3 **"Dam Contracts"**, which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;
- 4.6.4 **"Horizontal Directional Drilling Contracts"**, means micro-tunneling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.
- 4.6.5 **"Tunnels"** means Tunnels (Including declines) involving all of the following;
- a) Works below ground level; and
 - b) tunneling machinery below ground level; and
 - c) a tunneling crew operating the machinery below ground level;
 - d) But shall not include Horizontal Directional Drilling Contracts.
- 4.6.6 **"Horizontal Directional Drilling Contracts"**, means micro-tunneling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.
- 4.6.7 **"Underground Mining Contracts"**, which shall mean any contract involving underground mining.
- 4.6.8 **"normal action of the sea"**, Normal action of the sea means the state of the sea, which manifests itself up to No. 8 on the Beaufort scale, or the state of the tides, current and wave action of the sea, which must be statistically expected to occur once during a 10 year period, whichever is the more onerous.
- 4.6.9 **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).

- 4.6.10 **Minor Perils** shall mean damage caused by a peril not defined as Major Perils defined above.
- 4.6.11 The Deductible (excess) is the amount, which the Contractor and/or Sub-Contractor and/or Professional (i.e. Consulting Engineer, Architects and Other Professionals) are responsible, this obligation must be reflected in the Tender and/or Contract Documents, and the responsibility for same made clear.

4.7 Testing Period

Limited to 120 Days (not necessarily consecutive).

4.8 Maintenance/Defects Liability Period

Limited to a maximum of 24 Months

4.9 Main Policy Extensions

- a) Costs & Expenses - Limited to maximum of R50,000,000.
- b) Expediting Measures – Limited to a maximum of R50,000,000.
- c) Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- d) Costs & Expenses For Removal Of Debris No Damage - Limited to a maximum of R50,000,000.
- e) Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- f) Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- g) Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000.
- h) Public Relationship Costs - Limited to a maximum of R1,000,000.
- i) Records - Limited to a maximum of R2,000,000.
- j) Removal to Gain Access - Limited to a maximum of R20,000,000
- k) Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000
- l) Search & Locate Costs - Limited to a maximum of R20,000,000.
- m) Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- n) Escalation during Construction – 30%
- o) Marine Contribution Clause
- p) Claim Preparation Costs – Limited to a maximum of R10,000,000

4.10 Special Conditions/Warranties

4.10.1 Open Trench Limitation

Open trench is defined as any trench and / or material therein until compacted to top of trench level.

Open Trench limitation - loss or damage to open trench work is limited to the cost of the equivalent of 5,000 meters of such open trench. If the length of such open trench exceeds the above limitation of 5,000 meters then the Insurer shall only be liable to indemnify the Insured for a maximum of 5,000 meters.

In addition to the above, the following additional deductibles will apply over and above the deductibles stated in The Schedule in respect of the cost of that portion of any claim relative to open trench.

- a) Exposed length exceeding 1,000 meters but not exceeding 3,000 meters – an additional amount of 20% of loss subject to minimum of R50, 000.
- b) Exposed length exceeding 1,000 meters but up to a maximum of 5,000 meters –an additional amount of 20% of the loss subject to a minimum of R100,000,

As demonstrated below:

Up to 1,000 meters	deductible as stated in The Schedule.
Up to 3,000 meters	deductible as stated in The Schedule plus in excess of 1,000 meters up to a maximum of 3,000 meters an additional 20% of loss minimum R50,000
Up to 5,000 meters	deductible as stated in The Schedule plus in excess of 1,000 meters up to a maximum of 5,000 meters an additional 20% of loss minimum R100,000.

- 4.10.2 **Unsealed/ Un-Primed Base Course Limitation** -loss or damage to unsealed or unprimed base course is limited to the cost of the equivalent of 5,000 meters of such unsealed or unprimed base course. If the length of such unsealed or unprimed base course exceeds the above limitation of 5,000 meters then the Insurer shall only be liable to indemnify the Insured for a maximum of 5,000 meters.

In addition to the above, the following additional deductibles will apply over and above the deductibles stated in The Schedule in respect of the cost of that portion of any claim relative to unsealed or unprimed base course.

- a) Exposed length exceeding 1,000 meters but not exceeding 3,000 meters – an additional amount of 20% of loss subject to minimum of R50,000.
- b) Exposed length exceeding 1,000 meters but up to a maximum of 5,000 meters – an additional amount of 20% of the loss subject to a minimum of R100,000

4.11 Main Policy Exclusions

The Policy Excludes:

- a) War
- b) Nuclear Energy Risks
- c) Terrorism
- d) Computer Loss General Exception
- e) DE4 (All types of Works) for defective material workmanship design plan or specification.
- f) LEG 3 (Mechanical or Electrical Engineering Works only) for defective material workmanship design plan or specification. Limited to maximum of 15% of the total estimated contract value.
- g) Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- h) occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- i) Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- j) Consequential loss of whatsoever nature.
- k) Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidisation.
- l) Due to its own explosion breakdown or derangement occurring after the Testing Period, which has operated under load conditions.
- m) Second hand property due to its own electrical or mechanical breakdown or explosion.
- n) Covid 19 and infectious diseases.

4.12 Deductibles

The following Deductibles apply per occurrence. In respect of loss or damage:

Contracts with a contract value:	Major perils	Minor perils
0 to R100,000,000	R25,000	R 15,000
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

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

4.12.2 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

4.13 Synopsis of Contract Works Cover

The insurers will indemnify the Insured against physical loss of or damage to any part of the Property Insured:

- a) during dismantling of property in connection with the Insured Contract;
- b) during transit including loading, unloading and temporary storage;
- c) during preparation of the Contract Site and while the Property Insured is on the Contract Site until completion of and transfer of risk in the whole of the permanent works under the Insured Contract to the Employer.
- Where testing and commissioning of the Property Insured is conducted by the Employer "completion" for purposes of this insurance shall be deemed to occur only after successful completion of all testing and commissioning of the whole of the permanent works under the Insured Contract.
- To the extent that the permanent property insurances arranged by the Employer indemnify the Insured for completed portions of the Property Insured prior to completion of the whole of the permanent works under the Insured Contract, this

insurance in respect of such completed portions of the Property Insured shall cease except as provided below.

- Work uncompleted or outstanding in terms of any certificate of completion, certificate of handover or similar document shall continue to be insured until its completion and the inception of the maintenance or defects liability period (as may be described in the Insured Contract) for such uncompleted or outstanding work where after the provisions of 4 below shall apply in respect of such work;
- d) during the maintenance or defects liability period (as may be described in the Insured Contract) pertaining to any part of the permanent works but only in respect of loss or damage:
- arising from a cause occurring prior to commencement of such period of maintenance or defects liability period; or
 - arising from any act or omission of the Insured their servants agents suppliers or sub-contractors in pursuance of the Insureds obligations; or
 - For which the Insured Contractor is responsible under the Insured Contract.
- This limitation of cover shall only apply to the particular contractor who has handed over any part of the permanent works.
- e) Where any of the Property Insured is replaced or renewed during any maintenance or defects liability period the maintenance or defects liability Period of Insurance in respect of such replaced or renewed Property Insured shall be deemed to be extended to include any extended period for which the Insured is responsible.
- f) Where the Insured Contract does not set out specific maintenance provisions, the Employer shall be deemed for purposes of this Section to be indemnified for loss or damage:
- having its cause prior to the commencement of the deemed maintenance or defects liability period, or
 - Occurring in the course of or in connection with repair reinstatement or replacement of property during such period or any act or omission of the Insured in the course of work carried out in pursuance of any obligations under the Insured Contract.

Provided that such deemed period does not exceed 24 months.

4.14 Cover Limitations/ Warranties/ Special Conditions under the Contract Works Policy

4.14.1 Laid Pipes Warranty

- a) Pipes with a diameter not exceeding 500mm are to be end capped on the termination of each day's work to avoid ingress of mud, silt, water, debris, detritus and the like.
- b) Pipes with a diameter exceeding 500mm are to be capped on the termination of each day's work with steel mesh to allow ingress of water to avoid floatation but avoiding ingress of large debris or detritus.

4.14.2 Rail Track Re-Profiling Warranty

- a) The maximum speed of any grinding unit shall not exceed 11.00km per hour.
- b) All Guards, Curtains, Spark Deflectors are to be in place and correctly positioned prior to the commencement of each grind.
- c) Maximum grinding distance in any one execution shall not exceed 10,000 meters.
- d) Any changes in prevailing weather conditions must be recorded and appropriate remedial action taken.
- e) The Insured Parties are to comply with all Fire Fighting requirements as set out in the Project Specification for Track Maintenance with an on Track Grinding / Profiling Machine and any amendments / deviations to this Project Specification are to be advised to the Insurer prior to work being undertaken.

4.15 Used Plant – Basis of Loss Settlement

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

4.16 Special Conditions Concerning the Construction of "Wet Risks"

Insurers shall not indemnify the Insured in respect of the expenses incurred for the following:

- 4.16.1 Loss or damage to berths, wharves, jetties and the like caused by their subsidence or sinking. However, this exclusion shall apply only to those works, which have been incorrectly executed. The burden of proof to show that said works have been correctly executed shall be on the Insured;
- 4.16.2 normal action of the river / *sea;
- 4.16.3 loss of or damage to more than 400m of uncompleted or unprotected seawall, quay or other marine structure;
- 4.16.4 loss damage or liability due to soil erosion, dredging or re-dredging unless necessary to reinstate indemnifiable loss or damage;
- 4.16.5 lost or damaged fill material;
- 4.16.6 replacing or rectifying piles or retaining wall elements;
 - a) which have become misplaced or misaligned or jammed during their construction;
 - b) which are lost or abandoned or damaged during driving or extraction;
 - c) which have become obstructed by jammed or damaged piling equipment or casings.
- 4.16.7 rectifying disconnected or de-clutched sheet piles;
- 4.16.8 any leakage or infiltration of material of any kind;
- 4.16.9 as a result of piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity;
- 4.16.10 for reinstating profiles or dimensions unless necessary to reinstate indemnifiable loss or damage;
- 4.16.11 loss or damage to any floating and other equipment such as caissons, barges and the like and liabilities therefrom;
- 4.16.12 any mobilisation / demobilisation and / or other costs which arise for standby / waiting on weather or offshore construction equipment, except costs exceeding R2,500,000 which arise following physical loss or damage to insured works;
- 4.16.13 loss or damage to pulling wires, anchors, chains and buoys;

- 4.16.14 loss or damage due to impact of shipping unless the Insured cannot obtain an admission of liability from the insurer of the ship owners or identify the responsible vessel, in which case this policy will be obligated to indemnify the Insured;
- 4.16.15 Marine liability.

4.17 Warranties relating to the Construction of "Wet Risks"

The insured shall where practical:

- 4.17.1 receive daily weather updates from the local meteorological office during the period of insurance and make continuous contact to the local meteorological office within 12 hours' notice of an imminent storm; and
- 4.17.2 Make navigation distance for public traffic to work site minimum 200m.

4.18 Special Conditions Concerning Piling Works

The Insurers shall not indemnify the Insured in respect of expenses incurred:

- 4.18.1 for replacing or rectifying piles or retaining wall elements
- which have become misplaced or misaligned or jammed during their construction,
 - which are lost or abandoned or damaged during driving or extraction, or
 - which have become obstructed by jammed or damaged piling equipment or casings,
- 4.18.2 for rectifying disconnected or declutched sheet piles,
- 4.18.3 for rectifying any leakage or infiltration of material of any kind,
- 4.18.4 for filling voids or for replacing lost bentonite,
- 4.18.5 as a result of any piles or foundation elements having failed to pass a load bearing test or otherwise not having reached their designed load bearing capacity,
- 4.18.6 for reinstating profiles or dimensions unless necessary to reinstate indemnifiable loss or damage

The above shall not apply to loss or damage caused by natural hazards.

4.19 Serial Losses in respect of Locomotives and Rolling Stock

If the development of a defect in any electrical or mechanical plant manufactured by or for the Insured for Locomotives or Rolling Stock shall indicate or suggest that a similar defect exists in any other item of such plant insured under this policy the Insurers reserve the right to suspend the insurance in respect of loss or damage due to or arising out of the said defect unless the Insured shall forthwith investigate and if necessary rectify as soon as is reasonably practical the defect in such property at his own expense.

4.20 Cessation of Work

If from any cause work ceases on the site of the Contract for a continuous period in excess of 90 (Ninety) days immediate notice in writing must be given to the Insurer(s) with the details of completed and outstanding work and the Insurer(s) on the receipt of such notice may at its discretion agree continuation of this insurance at special terms to be agreed.

5 Contract Works SASRIA Summary

5.1 Indemnity

The Contract Works SASRIA cover is subject to the Underlying Contract Works policy being current and valid at the effective date as stated in the Schedule Sasria will by payment or at its option by reinstatement or repair indemnify the insured during the period of insurance up to an amount not exceeding the total sum insured or R500 000 000 (five hundred million Rand) (Including VAT) in the aggregate whichever is less against loss of or damage to the property insured directly related to or caused by :

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

5.2 Policy Exceptions

The policy does not cover:

- 5.2.1 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenantable;
- 5.2.2 loss or damage resulting from total or partial cessation of work, or the retardation or interruption of cessation of any process or operation;
- 5.2.3 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority;
- 5.2.4 In respect of the Contract Works and Materials:
The first amount payable by the Insured, arrived at by calculating 0,100% of the Contract Value of the specific contract for which a claim is made with a maximum first amount payable of R25,000 and will apply to each and every theft loss.
- 5.2.5 Nuclear/Chemical/Biological Terrorism Exclusion where the policy does not cover loss (es) in

any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

5.3 Special Conditions

All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:

- a) Exception A(ii), A(iii)(b), A(iv), A(v) and A(vii) to the extent that A(vii) refers to A(i); A(iii))b), A(iv), A(v) and A(vi); and
- b) The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the
- c) The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. It does not automatically incorporate the Extensions.

The following extensions and limits will apply to the SASRIA cover noting that these limits are not in addition to the maximum limit of indemnity of R500 million in the aggregate during the policy period:

Costs & Expenses	R 50,000,000
Surrounding Property	R 55,000,000
Surrounding Property - Worked Upon	R 55,000,000
Professional Fees	R 50,000,000
Expediting Expenses	R 50,000,000
Surrounding Property - Watercraft	R 55,000,000
Fire Brigade/Public Authorities	R 20,000,000
Public Authorities Reinstatement	R 10,000,000
Road Reserve & Servitude Extension	R 10,000,000
Documentation	R 2,000,000
Claims Preparation Costs	R 10,000,000
Public Relations Expenses	R 1,000,000
Security/Protection Costs	R 8,695,652

5.4 Additional Contract Works Excess of Loss Cover

In addition to the R500 million (VAT Inclusive) limit of indemnity provided by the above primary Contract Works SASRIA cover, Transnet have purchased an additional Excess Of Loss coupon from SASRIA for a limit of indemnity of R1 billion (VAT Inclusive) in the aggregate in excess of the primary R500 million (VAT Inclusive) limit of indemnity.

6 Contractors Public Liability Insurance Summary

6.1 Cover Provided

Legal Liability to pay as compensation for and in consequence of:

- a) Death of, injury to, illness, or disease contracted by any person.
- b) Loss of / or physical damage to tangible property.

Occurring during the period of insurance and arising out of or in connection with the performance of the Insured Contracts.

6.2 The Insured

6.2.1 As Employer and Named Insured:

Transnet (SOC) Limited, and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

6.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

6.2.3 Sub-Contractors:

- a) All Sub-Contractors employed by the Contractor and all other Sub-Contractors (whether nominated or otherwise) engaged in fulfilment of The Insured Contract); and

6.2.4 to the extent required by any contract or agreement;

- a) 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;
- b) 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;

all for their respective rights and interests.

6.3 Territorial Limits

The Republic of South Africa.

6.4 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.

6.5 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 Defense 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.
Emergency Medical Expenses	R5 000 000 any one occurrence
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.

6.6 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.

6.7 Main Policy Exceptions

- 6.7.1 The amount of the policy deductible;
- 6.7.2 Death or injury to own employees;
- 6.7.3 Motor vehicle liabilities under legislation or as defined in Multi-lateral Motor Vehicles Accident Fund No. 93 of 1989 as amended;
- 6.7.4 Arising out of the ownership, hire leasing or operation of any airport, airstrip or helicopter pad;
- 6.7.5 Property belonging to the Insured or in his care custody and control;
- 6.7.6 Property forming part of Contract Works;
- 6.7.7 Fines, penalties, punitive and exemplary damages;
- 6.7.8 Rectification of the works arising out of design, formula, specification, supervision, treatment or advice given for a fee;
- 6.7.9 Gradual pollution and contamination;
- 6.7.10 Ownership hiring or leasing of any aircraft, watercraft or hovercraft;
- 6.7.11 War, terrorism, asbestos and nuclear risks; and
- 6.7.12 Professional Indemnity.
- 6.7.13 Covid 19 and infectious diseases.

7 Project Professional Indemnity Insurance Summary

7.1 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.

7.2 The Insured

7.2.1 As Employer and Named Insured:

Transnet (SOC) Limited and their subsidiary and associated companies and/or Joint Venture Partners as required and for whom they have instructions to insure or they have or assume a responsibility to insure whether contractually or otherwise as their respective rights and interests may appear;

7.2.2 The Contractor:

- a) All Contractors undertaking work in connection with The Insured Contract
- b) The Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

7.2.3 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

7.2.4 to the extent required by any contract or agreement;

All 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

all for their respective rights and interests

7.3 Jurisdiction

Worldwide excluding North America

7.4 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.

7.5 Policy Retroactive Dates

- 1 July 1995 Transnet Limited
- 16 January 2006 HMG Joint Venture
- 1 April 2008 Limit of Indemnity R200 000 000 per occurrence but R400 000 000 in the aggregate
- 1 April 2010 Deductible R1 000 000 (R300 000 prior to 1 April 2010)
- 1 April 2014 Deductible R2 000 000

7.6 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.

7.7 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.

7.8 Deductibles

7.8.1 The deductibles are noted as follows:

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

7.9 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.

7.10 Policy Main Exclusions

- 7.10.1 Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- 7.10.2 Excludes Supervision.
- 7.10.3 Excludes liability arising out of environmental impairment / pollution
- 7.10.4 Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- 7.10.5 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
- 7.10.6 Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other non-compensating damages of any kind.
- 7.10.7 Excludes liability from the hazardous nature of asbestos.
- 7.10.8 Excludes medical malpractice.
- 7.10.9 Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- 7.10.10 Excludes failure to meet completion dates
- 7.10.11 Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- 7.10.12 Excludes incorrect authorisation of payment.
- 7.10.13 Excludes breach of any statutory regulation.
- 7.10.14 Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- 7.10.15 Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- 7.10.16 Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions act
- 7.10.17 Sanctions Exclusion
- 7.10.18 Covid 19 and infectious diseases.

Annexure 1 – Incident Advice Form

All incidents have to be reported within 10 days of occurrence

SEND A COPY OF THIS DOCUMENT TO THE INSURANCE DEPARTMENT WITHIN YOUR OD/ SPECIALIST UNIT.

Insurance claim advice form

Principled Controlled Insurance 2022-2023

DETAILS OF PROJECT / CONTRACT

Project number: _____

Project Name: _____

Site Physical Address: _____

Name and contact details of Project Manager: _____

Name and contact details of person who can be contacted in regards to this claim:

Main Contractor or Sub-Contractor: _____

Value of the Project / Contract at time of award: _____

Free issue material value (if not included in the value above): _____

Project / Contract Start Date: _____

Estimated End Date: _____

LOSS / DAMAGE OF PROPERTY CLAIMS (CONSTRUCTION WORK)

Date of Incident: _____

Description of loss or damage: _____

Possible cause of the loss / Party responsible for the loss: _____

Estimated value of the loss: _____

In the event of theft – Police case number and name of Police Station incident was reported to:

PUBLIC LIABILITY CLAIM (I.E. 3RD PARTY INVOLVED IN THE INCIDENT)

Describe the incident, which might lead to a public liability claim:

Estimated value of the claim: _____

Details of third party (list all possible details of third party i.e. name, contact details, company name etc.)

Attach the Following to this claim submission:

- 1 Cost breakdown of the estimated claim amount (even if it is only a guestimate at reporting time)
- 2 Documentation supporting the claim e.g. photos, reports etc.

I/We warrant that the foregoing information provided is true and correct and that no information has been withheld in respect of the incident. I/We undertake to advise the Insurance office in writing in the event of any changes to supplied information and in the event of recovery of any part of the property forming the subject of this claim.

Signature _____ Name _____

Capacity: _____ Date _____

Claim form to be submitted to the Insurance Office of the relevant Operating Division or Specialist Unit.

Note:

Claim must be notified within 30 days of the incident. Attach additional pages if space provided is not sufficient.

Supply as much detailed information as possible during notification. If information is not available indicate such on the form.

INSURANCE ADMINISTRATION

Unique Claim Number: _____

TOMS: _____

Broker Claim Number: _____

Date Received from Project: _____

Date Submitted to Broker: _____

Loss Adjuster: _____

Agreement of Loss Date and Value: _____



Tel : +27 (0) 11 025 6566
 Fax : +27 (0) 86 632 3980
 Email : info@sankofaib.co.za
 Website : www.sankofaib.co.za

Post : Postnet Suite 221, Private Bag X51, Rivonia, 2128
 1st Floor, Block E, Edenburg Terraces, 348 Rivonia Boulevard, Rivonia, 2128

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 2022 to 31 March 2023 (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) P O Box 72501, Parkview, 2122

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 and persons providing a storage facility, 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 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.
- 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 15% of the total estimated contract value.
- 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 oxidation.
- 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.
- Communicable diseases

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	R 15,000
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.

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 projects (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 project works;**

- a) 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) 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) in or on any aircraft; and
- f) being 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.
Emergency Medical Expenses	R5 000 000 any one occurrence
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 R150 000 Removal of Support.

Main 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
- Excluding unfair dismissal
- Data exclusion
- COVID Exclusion

PROFESSIONAL INDEMNITY

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 projects (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 project works:**

- 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) 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) in or on any aircraft.
- f) Being 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
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

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

"HOW TO" GUIDE FOR BIDDERS

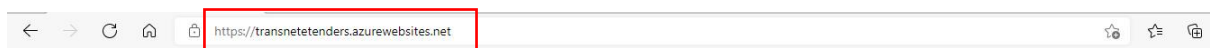
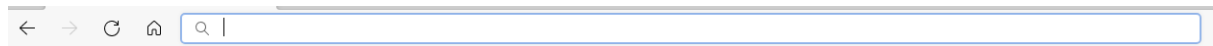
REGISTER ON ETENDER PORTAL

ACCESS TENDERS


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

Go to Google Chrome 

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



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



Sign in with your email address

Email Address

Password

[Forgot your password?](#)


Sign in

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

If not already registered, click on Sign up now.


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

[← Cancel](#)



[Send verification code](#)

Country/Region



[Create](#)

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


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

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

Send verification code

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

< Cancel



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

abc@gmail.com

Verification Code

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

Verify code

Send new code

Forgot your password?

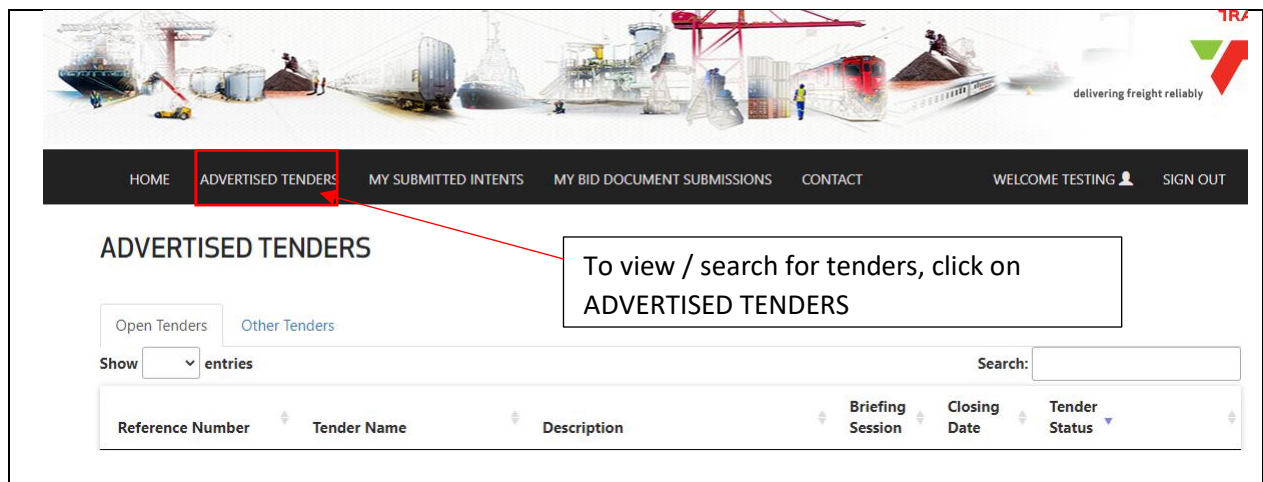
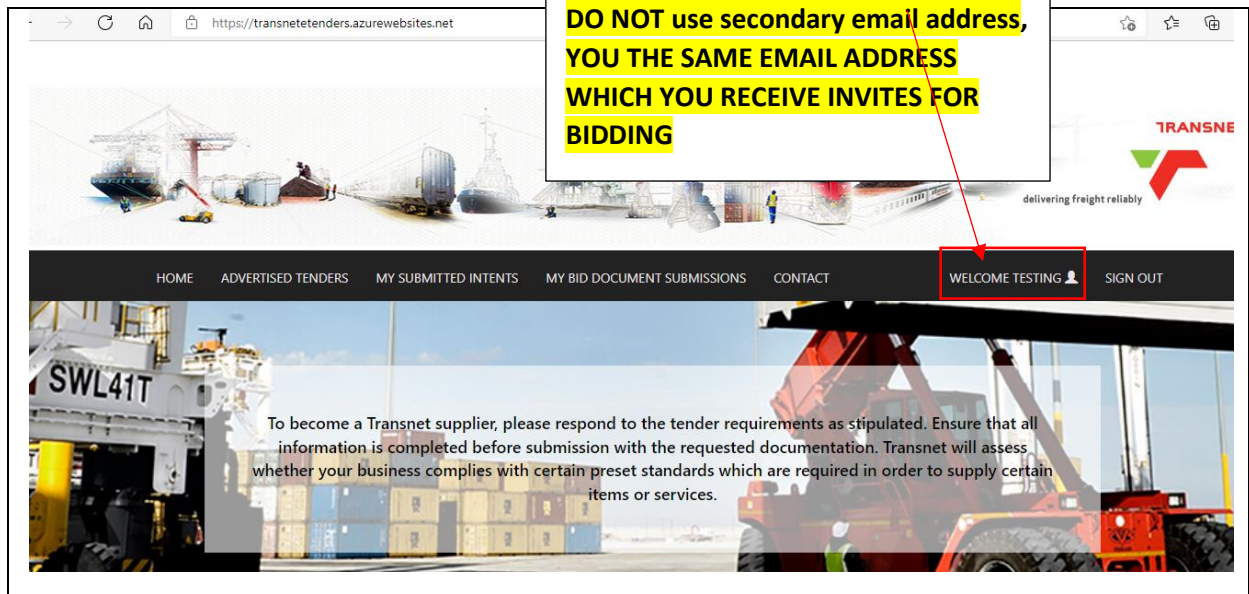
Sign in

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

Then click on Sign in

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

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



To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

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

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

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

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

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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


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SIGN OUT

ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

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



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ADVERTISED TENDERS

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▼
entries
Search: TE/2022/04/0697/RFQ

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

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

ADVERTISED TENDERS

Open Tenders
Other Tenders

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

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

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

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

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TENDER DETAILS

Tender Details

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

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

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

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

Log An Intent To Bid
☐

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

Tender Details

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

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

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact_April 2020_v1.pdf

2.19 Non Disclosure Agreement_April 2020_v1.pdf

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

Log An Intent To Bid
☒

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering SLR

Contact Person Email Address Charl.duPreez@transnet.net

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

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

Close

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

Briefing Session

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


Attachments

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

Log An Intent To Bid

☒

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



delivering freight reliably

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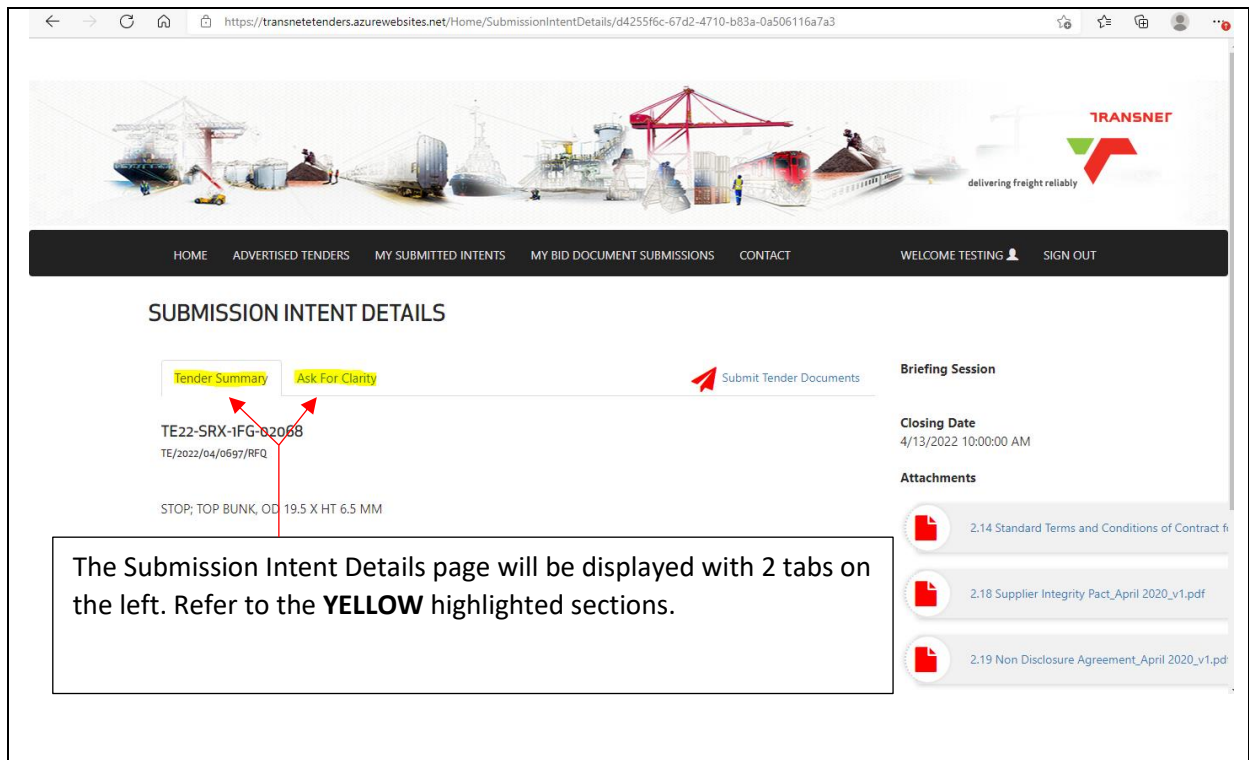
MY SUBMISSION INTENTS

Show 10 entries

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

Showing 1 to 1 of 1 entries

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

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

SUBMISSION INTENT DETAILS

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

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

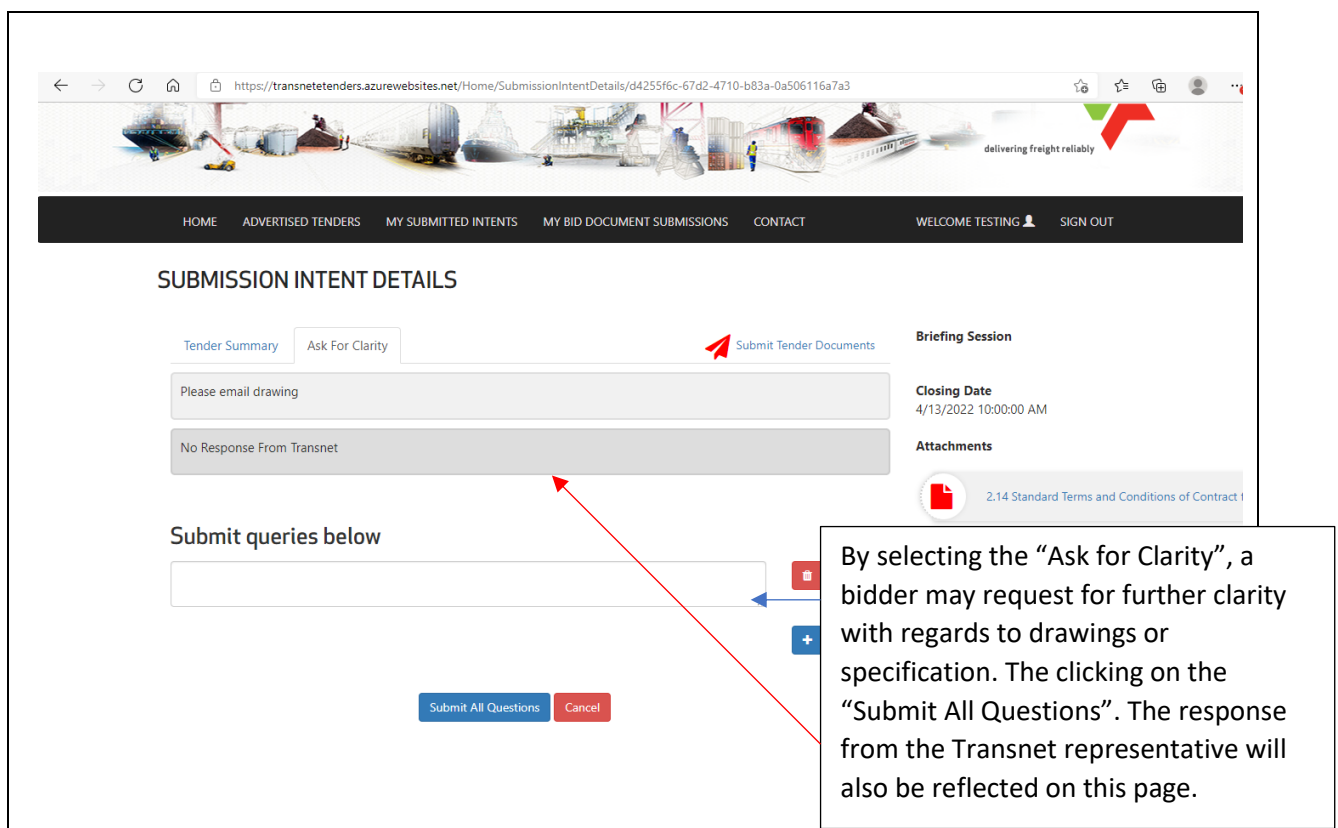
Briefing Session

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

Attachments

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

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



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

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

SUBMISSION INTENT DETAILS

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

Please email drawing

No Response From Transnet

Submit queries below

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

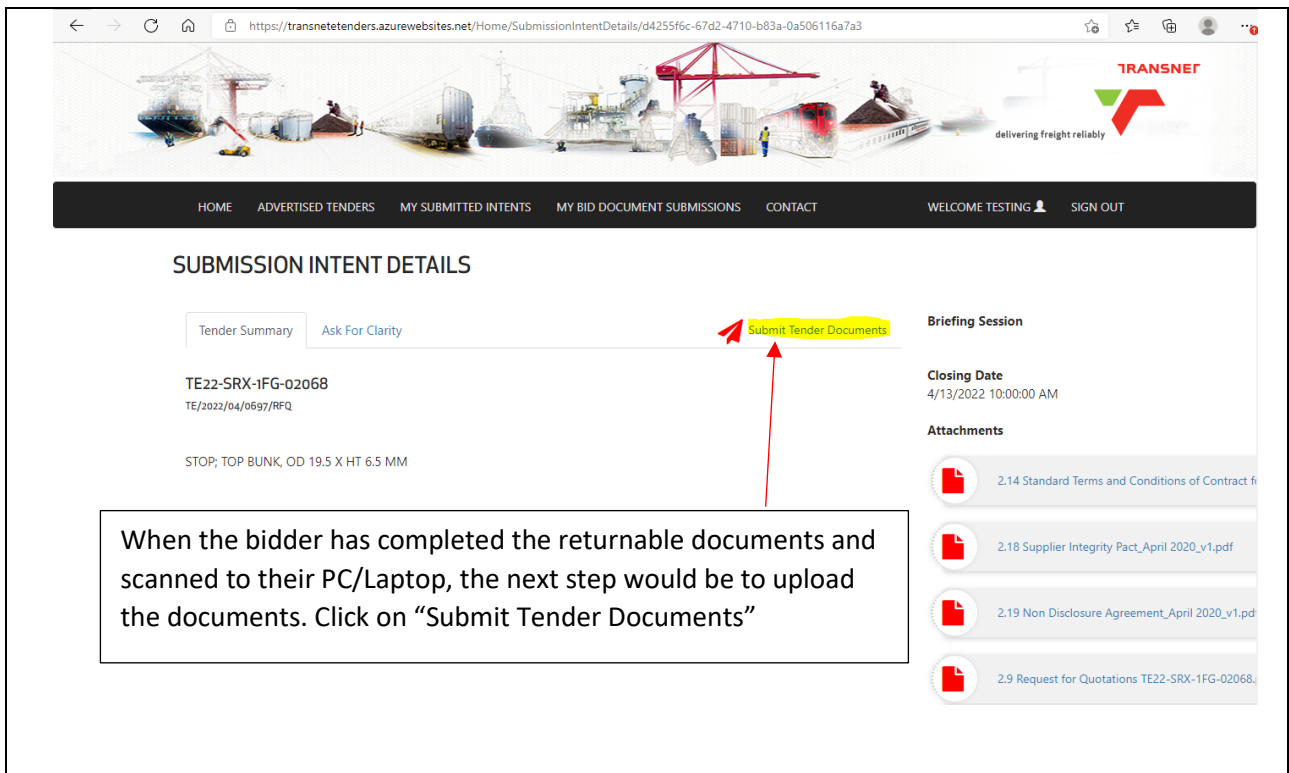
Briefing Session

Closing Date
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Attachments

- 2.14 Standard Terms and Conditions of Contract 1

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



Submission Intent Details

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

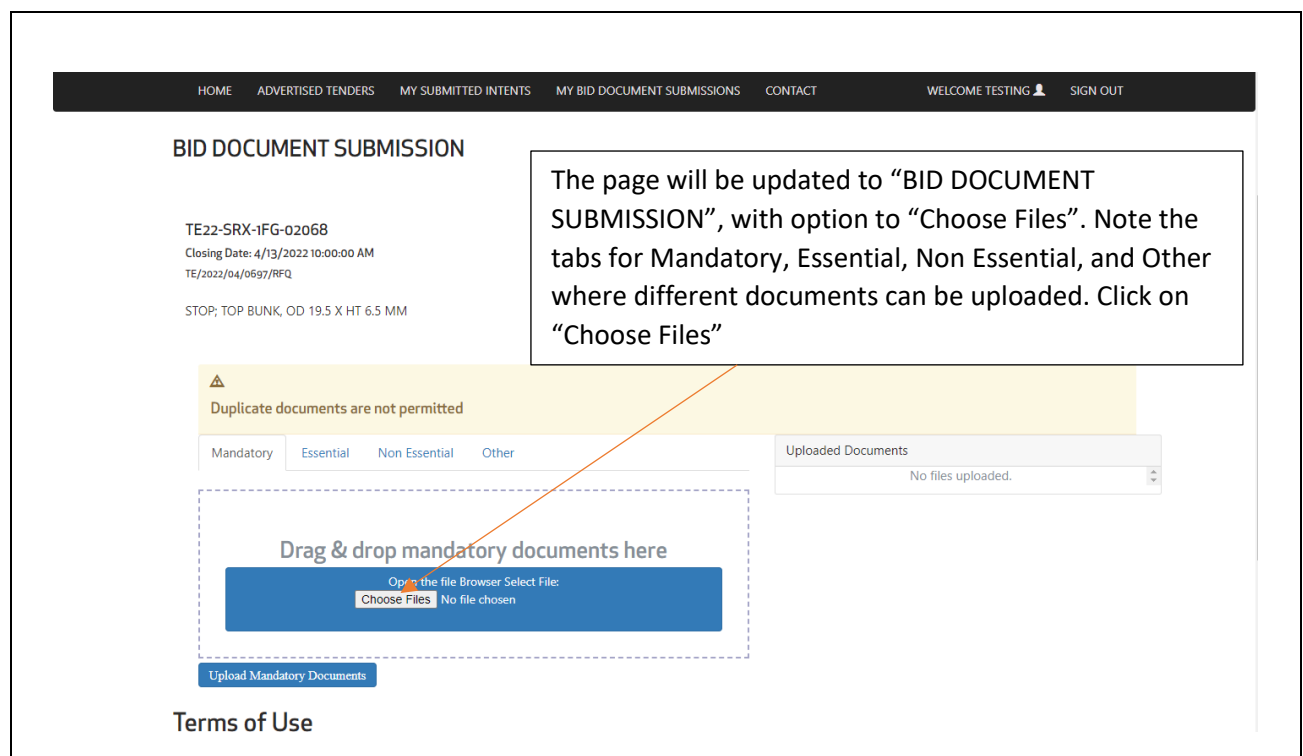
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

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4/13/2022 10:00:00 AM

Attachments

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



BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

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

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

Terms of Use

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

← Back

→ Submit Bid

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MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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