

TRANSNET PORT TERMINALS

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [GOODS/SERVICES]

FOR THE CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS FOR A PERIOD OF 60 MONTHS.

RFP NUMBER	ICLM HQ 926/TPT
ISSUE DATE:	01 APRIL 2025
BREEIFIND SESSION	15 APRIL 2025
CLOSING DATE:	05 MAY 2025
CLOSING TIME:	12:00 PM
BID VALIDITY PERIOD:	180 Business Days from Closing Date

SUBMISSION TO: Transnet e-tender submission portal – see SBD 1 for details

TECHNICAL PREQUALIFICATION CRITERIA

Proof of professional registration of Key Person required in the project organogram is supplied.

- Instrumentation Engineer / Technologist has active professional registration certificate with Engineering Council of South Africa (ECSA)

SCHEDULE OF BID DOCUMENTS

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**RFP FOR THE CUSTOM DESIGN, SUPPLY, INSTALLATION,
CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET
SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS
(HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND
WESTERN CAPE TERMINALS FOR A PERIOD OF SIXTY (60) MONTHS.**

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET PORT TERMINALS, A DIVISION TRANSNET SOC LTD								
BID NUMBER:	iCLM HQ 926/TPT	ISSUE DATE:	01 2025	APRIL	CLOSING DATE:	05 MAY 2025	CLOSING TIME:	12:00 PM
DESCRIPTION	FOR THE CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS FOR A PERIOD OF 60 MONTHS.							
BID RESPONSE DOCUMENTS SUBMISSION INSTRUCTIONS								
<p>(please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):</p> <p>https://transnetetenders.azurewebsites.net</p>								
BIDDING PROCEDURE / TECHNICAL ENQUIRIES MAY BE DIRECTED TO:								
CONTACT PERSON	Hlengiwe Zulu							
TELEPHONE NUMBER	031 361 1034							
FACSIMILE NUMBER	N/A							
E-MAIL ADDRESS	Hlengiwe.Zulu@transnet.net							
SUPPLIER INFORMATION								
NAME OF BIDDER								
POSTAL ADDRESS								
STREET ADDRESS								
TELEPHONE NUMBER	CODE				NUMBER			
CELLPHONE NUMBER								
FACSIMILE NUMBER	CODE				NUMBER			
E-MAIL ADDRESS								
VAT REGISTRATION NUMBER								
IT IS A CONDITION OF THIS BID THAT THE TAX MATTERS OF THE SUCCESSFUL RESPONDENTS BE IN ORDER, OR THAT SATISFACTORY ARRANGEMENTS HAVE BEEN MADE WITH SOUTH AFRICAN REVENUE SERVICE (SARS) TO MEET THE RESPONDENTS TAX OBLIGATIONS.								
	TCP PIN				OR	CSD NO		

SUPPLIER COMPLIANCE STATUS	<input type="checkbox"/> Yes <input type="checkbox"/> No	OR	BBEEE STATUS LEVEL SWORN AFFIDAVIT	
If Yes, Who was the Certificate issued by?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME: _____		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]				
1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE BELOW]	
Signature of the Bidder	_____	Date:	_____	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO				
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.				

PART B

TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:_____

SECTION 2 : NOTICE TO BIDDERS

1 INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

DESCRIPTION	For the Custom Design, Supply, Installation, Configuration, Testing and Commissioning of a Fuel Management System for Transnet SOC Limited (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals (Hereinafter Referred to as "TPT"), at the Richard's Bay, Durban, Eastern Cape and Western Cape Terminals for a period of 60 months. [the Goods/Services]
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
RFP DOWNLOADING	<p>This RFP may be downloaded directly 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 in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet Portal at https://transnetetenders.azurewebsites.net</p>
COMMUNICATION	<p>Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form</p> <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 Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
NON-COMPULSORY BRIEFING SESSION	<p>A non-compulsory pre-proposal RFP briefing will be conducted Via Micro Soft Team on the 15 APRIL 2025, at 10h00 am.</p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now</p> <p>Meeting ID: 346 986 774 996</p> <p>Passcode: uK3kF3hZ</p>

	<p>Dial in by phone +27 21 835 5059,,755837409# South Africa, Cape Town Find a local number Phone conference ID: 755 837 409#</p> <p>Join on a video conferencing device Tenant key: teams@transnet.onpexip.com Video ID: 128 533 592 7 More info Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>12:00 pm on Monday 05 May 2025 Bidders must ensure that bids are uploaded timeously onto the system. Generally, if a bid is late, it will not be accepted for consideration.</p> <p>Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.</p> <p>Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.</p>
VALIDITY PERIOD	<p>180 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a bidder fail to respond to a request for extension of the validity period before it expires, that bidder will be excluded from tender process.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 10.12</p>

Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2 FORMAL BRIEFING

A non-compulsory pre-proposal RFP briefing will be conducted via Micro Soft Teams on the **15 APRIL 2025**, at **10h00 am** for a period of \pm 2hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.
- 2.2 Respondents are encouraged to bring a copy of the RFP to the RFP briefing.

3 PROPOSAL 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:
 - a) Log on to the Transnet eTenders management platform website/ Portal (transnetetenders.azurewebsites.net)
 - b) Click on "ADVERTISED TENDERS" to view advertised tenders;
 - c) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all mandatory information is completed) OR;
 - d) to sign in if already registered;
 - e) Toggle (click to switch) the "Log an Intent" button to submit a bid;
 - f) Submit bid documents by uploading them into the system against each tender selected.
 - g) Respondents are to submit bid documents by uploading them onto the Transnet system against each tender selected. A Bidder can upload 30mb per upload and multiple uploads are permitted.
 - h) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
 - i) No late submissions will be accepted. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.
 - j) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.

- k) **Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.**
- l) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- m) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

4 RFP INSTRUCTIONS

- 4.1 Please sign documents [sign, stamp and date the bottom of each page] before uploading them on the system. The person or persons signing the submission must be legally authorised by the respondent to do so.
- 4.2 **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**
- 4.3 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.4 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 12 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5 JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [**JV**] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card (a consolidated B-BBEE Status Level verification certificate) Preference points will be awarded to a bidder for attaining the specific goals requirements in accordance with the table indicated in Section 4.1 of the specific goals Claim Form.

6 COMMUNICATION (CLARIFICATIONS AND COMPLAINTS)

- 6.1 For specific clarification relating to this RFP, an RFP Clarification Request Form should be submitted to Hlengiwe Zulu before **12:00 pm on 27 April 2025**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 6.2 Specific complaints relating to this RFP before or after the closing date should be formally submitted by emailing to groupscmcomplaints@transnet.net. Once the complaint has been submitted, the Transnet SCM Complaints office will acknowledge your complaint and send you a complaint form for completion.
- 6.3 After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (DBAC Secretariat), at email nonduduzo.mahlaba@transnet.net on any matter relating to its RFP Proposal.
- 6.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.5 It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 6.6 Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.
- 6.7 Transnet will publish the outcome of this RFP in the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. Respondents are required to check the National Treasury e-tender Portal and Transnet website for the results of the tender process. All unsuccessful bidders have a right to request Transnet to furnish reasons for their bid not being successful. This requested must be directed to the contact person stated in the SBD 1 form

7 CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents 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 related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

8 COMPLIANCE

The successful Respondent [hereinafter referred to as the **[Service provider]**] shall be in full and complete compliance with any and all applicable laws and regulations.

9 EMPLOYMENT EQUITY ACT

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

10 DISCLAIMERS

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

- 10.1 modify the RFP's Goods/Services;
- 10.2 award a contract in connection with this Proposal at any time after the RFP's closing date;
- 10.3 award a contract for only a portion of the proposed Goods/Services which are reflected in the scope of this RFP;
- 10.4 split the award of the contract between more than one Supplier/Service provider, as may be explicitly articulated in the conditions or objective criteria to this RFP;
- 10.5 cancel the bid process;
- 10.6 validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;
- 10.7 request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 10.8 not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 10.9 to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 10.10 to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the outcome of the tender has been published the outcome of the bid process on the National Treasury e-tender Portal and Transnet website. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price.

Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

11 LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

12 SECURITY CLEARANCE

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

TRANSNET URGES ITS CLIENTS, SUPPLIERS AND THE GENERAL PUBLIC TO REPORT ANY FRAUD OR CORRUPTION TO

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



Email: reportit@ethicshelpdesk.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

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



SECTION 3: BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

A fuel management system (FMS) is a combination of automation hardware and dashboard software that monitors and manages the fuel stock and fuel consumption of a business. The FMS will assist TPT with fuel theft prevention by constantly monitoring fuel stock levels to automatically identify, investigate and report on discrepancies. The FMS will also prevent unauthorized fuel dispensing into unauthorized equipment. The FMS will also assist the TPT in identifying fuel wastage within its consumption thereby reducing fuel costs.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for the Custom Design, Supply, Installation, Configuration, Testing and Commissioning of a Fuel Management System for Transnet SOC Limited (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals (Hereinafter Referred To As "TPT"), at the Richard's Bay, Durban, Eastern Cape and Western Cape Terminals for a period of Sixty (60) months nationally, it also seeks to improve its current processes for providing these Goods/Services to its end user community throughout its locations.

The selected Service provider(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Service provider(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Service provider's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Service provider(s).
- 2.3 Transnet must receive proactive improvements from the Service provider with respect to provision of Goods/Services and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Service provider's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Service provider's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods/Services, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

The custom design, supply, installation, configuration, testing and commissioning of a fuel management system is required.

The following scope of services are to be provided:

a) Supply and installation of automation hardware

(i.e. fuel measuring instruments, biometric access control devices, telematics)

- IoT fuel flow meters
- IoT automatic tank gauging (with tank fuel level probes or fuel level sensors).
- IoT water-in-fuel sensors/detectors
- Biometric controlled fixed tank fuel decanting/receiving pumps.
- Biometric controlled fuel dispenser pumps
- Biometric controlled mobile bowser issuing pumps
- Tamper proof vehicle and mobile equipment authentication via radio-frequency identification (RFID) tagging
- Telematics devices or units to capture odometer readings and/or engine hour readings, depending on the mobile equipment

b) Data network connectivity and communication setup

- Enable automation hardware with the capability to connect and transfer data through mobile cellular connectivity (GPRS/GSM/3G/4G/LTE/5G) for real-time data collection & reporting
- Setup and configure a centralised cloud-based database at Transnet site, referred to as the FMS Database, with backup and restore capability. The database must be scalable.
- Ensure all relevant automation hardware data is communicated to the FMS Database.
- Ensure the communication layer is secured in line with Transnet Security standards
- Ensure the fuel management system and data is owned by Transnet
- Ensure that the relevant data from the FMS Database will integrate to the relevant Transnet systems for business processing

c) Design and deployment of a centralised cloud-based fuel management dashboard owned by TPT

- Fuel data acquisition, processing, and visualization
- Online real-time fuel transaction tracking, monitoring, analysis, and reporting

- Live real-time tank level readings of bulk storage fuel facilities, mobile bowzers and self- bunded containerized tanks
- Live water detection/monitoring of bulk storage fuel facilities, mobile bowzers and self- bunded containerized tanks
- Online mobile equipment fuel consumption tracking, monitoring, analysis, and reporting
- Monitor and reconcile received/decanted, stored, transferred and dispensed fuels
- Daily, weekly, and monthly fuel transaction and consumption reporting
- Trend analysis based on Transnet KPIs
- Pre-programmed stock level thresholds (min/max or high/low levels)
- Automated alert/alarm notifications for stock replenishment on the bulk storage facilities
- Pre-programmed discrepancy/warning alerts and alarms
- Flag irregular usage, abnormalities and suspicious fuel transactions

4 GREEN ECONOMY / CARBON FOOTPRINT

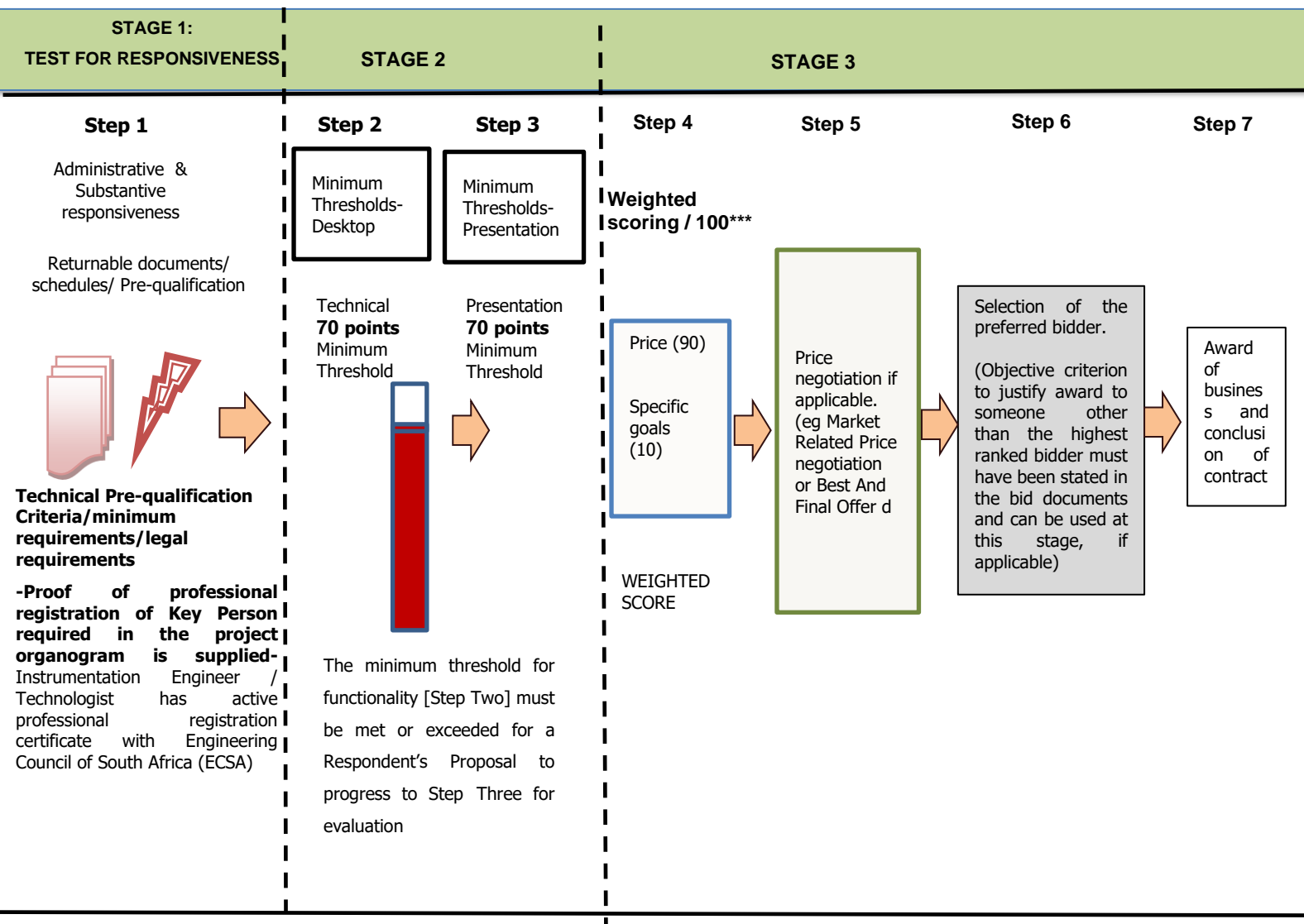
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5 GENERAL SERVICE PROVIDER OBLIGATIONS

- 5.1 The Service provider(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Service provider(s) must comply with the requirements stated in this RFP.

6 EVALUATION METHODOLOGY

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



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different steps of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

Respondent's Signature

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6.1 STEP ONE: Test for Administrative and Substantive Responsiveness

The test for administrative responsiveness will include the following:

Administrative & Substantive responsiveness check	RFP Reference
<ul style="list-style-type: none"> Whether the Bid has been lodged on time 	<i>Section 1 paragraph 3</i>
<ul style="list-style-type: none"> Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify the validity of all returnable documents 	<i>Section 5</i>
<ul style="list-style-type: none"> Verify if the Bid document has been duly signed by the authorised respondent 	<i>All sections</i>
<ul style="list-style-type: none"> Whether any general and legislation qualification criteria set by Transnet, have been met 	<i>All sections</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 4 - Quotation Form</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether Technical Pre-qualification Criteria have been met as follows: <ul style="list-style-type: none"> Proof of professional registration of Key Person required in the project organogram is supplied -Instrumentation Engineer / Technologist has active professional registration certificate with Engineering Council of South Africa (ECSA) 	<i>Annexure B</i>

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

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6.2 STEP TWO: Minimum Threshold 70 points for Technical Criteria

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

TECHNICAL EVALUATION							
Evaluation Criteria	Description	Scoring Principal			Criteria Yes/No	Sub-Criteria Weighting	Weighting
Eligibility (Mandatory)	Proof of professional registration of Key Person required in the project organogram is supplied.	Instrumentation Engineer / Technologist has active professional registration certificate with Engineering Council of South Africa (ECSA)			Yes/No	NA	NA
CVs of Key Persons	Engineering and ICT	Sub-Criteria	Weighting		Scoring		
		Project Manager	100%	20%	Work Experience Education and training Knowledge, skills and experience pertinent to the project	7	35
		Instrumentation Engineer		20%		7	
		Instrumentation Technician		18%		6	
		Integration Architect		14%		5	
		Azure Cloud Architect		14%		5	
		Dashboard Developer		14%		5	

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Previous Experience	Tenderers are required to demonstrate their company's past experience within the last 10 years in delivering similar services to various logistics/trucking/mining companies with mobile equipment greater than 150 ("of a minimum value of R5m per project"), rendering services to companies with multiple sites and providing a cloud-based solution using mobile connectivity in relation to the Employer's scope of services. Tenderers must submit a detailed reference list with contact details of existing customers, detailing the services/works conducted for the customer and provide completion or handover certificates.	Proof of experience demonstrating the design, supply and installation of IoT-based automation hardware for fixed bulk storage fuel tanks, fuel dispenser pumps, mobile bowlers, self-bunded containerized tanks and fuel consuming mobile equipment	50%	The tenderer has submitted no information or inadequate information to determine a score = 0 points The tenderer completed 1 similar service/project = 20 points The tenderer completed 2 similar services/projects = 40 points The tenderer completed 3 similar services/projects = 60 points The tenderer completed 4 similar services/projects = 80 points The tenderer completed 5 and more similar services/projects = 100 points	Previous Experience	15	
		Proof of experience demonstrating the design and development of fuel management dashboards integrated with other business systems and IoT-based fuel management automation hardware	100%	The tenderer has submitted no information or inadequate information to determine a score = 0 points The tenderer completed 1 similar service/project = 20 points The tenderer completed 2 similar services/projects = 40 points The tenderer completed 3 similar services/projects = 60 points The tenderer completed 4 similar services/projects = 80 points The tenderer completed 5 and more similar services/projects = 100 points	Previous Experience	15	30
Method Statement	Tenderers are required to clearly	Design, supply and installation of IoT-based	100%	30%	The tenderer has submitted no information or inadequate information to determine a	10	35

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articulate their method statement covering the technical approach and implementation approach based on the scope of services.

automation hardware for fixed bulk storage fuel tanks, fuel dispenser pumps, mobile bowzers, self-bunded containerized tanks and fuel consuming mobile equipment

score = 0 points
The method statement is acceptable and addressed all 9 scope requirements = 75 points
The method statement is outstanding and exceeded the 9 scope requirements = 100 points

Design and development of a fuel management system solution integrated with other business systems, IoT-based fuel management automation hardware and dashboard

30%

The tenderer has submitted no information or inadequate information to determine a score = 0 points
The method statement is acceptable and addressed all 7 scope requirements = 75 points
The method statement is outstanding and exceeded the 7 scope requirements = 100 points

Method Statement

10

Implementation Approach:
Implementation plan, programme & roll out plan (multi-site deployment), quality management, safety, health and environment management, change management plan, user training & onboarding plan, skills transfer plan, maintenance & support (full system)

40

The tenderer has submitted no information or inadequate information to determine a score = 0 points
The method statement is acceptable and addressed all 8 scope requirements = 75 points
The method statement is outstanding and exceeded the 8 scope requirements = 100 points

15

TOTAL RATING**100**

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

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6.3 STEP THREE: Minimum Threshold 70 points for Technical Presentation Evaluation

TECHNICAL PRESENTATION EVALUATION				
DESCRIPTION OF THE WORKS: CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS				
Evaluation Criteria	Description			Weighting
		Weighting	Scoring	
Demonstration of High-Level Approach: In the form of a block diagrams	Tenderers are required to demonstrate their approach to the technical scope of services, from award to hand over	100%	<p>The demonstration addressed 0% of the demonstration requirements = 0 points</p> <p>The demonstration is not acceptable & only addressed 20% of the demonstration requirements = 20 points</p> <p>The demonstration is poor, & only addressed 40% of the scope demonstration requirements = 40 points</p> <p>The demonstration is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements = 60 points</p> <p>The demonstration is satisfactory, only addressed 80% of the scope demonstration requirements, & moderately addressed specified scope objectives & requirements = 80 points</p> <p>The demonstration is exceptional, addressed 100% of the scope demonstration requirements, & fully addressed all specified scope objectives & requirements = 100 points</p>	10
Demonstration of Design Proposal	Tenderers are required to demonstrate the following design components: automation hardware design, data acquisition design & setup, dashboard software architecture & system design blueprint, cloud environment & data integration architecture, system integration architecture, integration	100%	<p>The demonstration addressed 0% of the demonstration requirements = 0 points</p> <p>The demonstration is not acceptable & only addressed 20% of the demonstration requirements = 20 points</p> <p>The demonstration is poor, & only addressed 40% of the scope demonstration requirements = 40 points</p> <p>The demonstration is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements = 60 points</p> <p>The demonstration is satisfactory, only addressed 80% of the scope demonstration requirements, & moderately addressed specified</p>	35

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	Architecture to ERP platform (i.e. SAP) – APIs, implementation plan, roll out plan (multi-site deployment), training& changement plan		scope objectives & requirements = 80 points The demonstration is exceptional, addressed 100% of the scope demonstration requirements, & fully addressed all specified scope objectives & requirements = 100 points	
Demonstration of Dashboard Functionalities & Capabilities	Tenderers are required to demonstrate the following dashboard core dashboard functionalities & capabilities: real-time cloud based fuel transaction (fuel receiving & dispensing) data collecting, visualization, tracking, monitoring, reporting, analytics, reconciliation of fuel transactions, scalability, flexibility, multi-user capability, user-authentication, customizable alerts & notifications, customizable reports, fuel usage insights, tank level monitoring & management, multi-site visualization, monitoring & reporting, centralized visualization, monitoring & reporting	100%	The demonstration addressed 0% of the demonstration requirements = 0 points The demonstration is not acceptable & only addressed 20% of the demonstration requirements = 20 points The demonstration is poor, & only addressed 40% of the scope demonstration requirements = 40 points The demonstration is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements = 60 points The demonstration is satisfactory, only addressed 80% of the scope demonstration requirements, & moderately addressed specified scope objectives & requirements = 80 points The demonstration is exceptional, addressed 100% of the scope demonstration requirements, & fully addressed all specified scope objectives & requirements = 100 points	35

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Organogram Presentation & Demonstration of Full System Maintenance & Support Approach	Tenderers are required to present their company organogram & demonstrate the following maintenance & support components: recovery time, response time, 24/7 technical support, automation hardware replacements, repairs, re-calibrations and re-configurations, cloud environment management , data storage, data back-up recovery, data handling, data securit,) warranties & guarantees for automation hardware & full system Installation, software licensing, skills transfer plan	100%	The demonstration addressed 0% of the demonstration requirements = 0 points The demonstration is not acceptable & only addressed 20% of the demonstration requirements = 20 points The demonstration is poor, & only addressed 40% of the scope demonstration requirements = 40 points The demonstration is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements = 60 points The demonstration is satisfactory, only addressed 80% of the scope demonstration requirements, & moderately addressed specified scope objectives & requirements = 80 points The demonstration is exceptional, addressed 100% of the scope demonstration requirements, & fully addressed all specified scope objectives & requirements = 100 points	20
TOTAL RATING				100
Technical Presentation Qualification Threshold = 70%				

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

The minimum threshold for Presentation [Step Three] must be met or exceeded for a Respondent's Proposal to progress to Step Four for final

evaluation**6.4 STEP THREE Evaluation and Final Weighted Scoring****a) Price Criteria** [Weighted score 90 points]:

Evaluation Criteria	RFP Reference
• Commercial offer	<i>Section 4</i>

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

$$PS = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

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

b) Specific Goals [Weighted score 10 point]

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

6.5 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Thresholds	Minimum Threshold
Technical / functionality	70
Technical Presentation	70

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
TOTAL SCORE:	100

6.6 STEP FOUR : Price Negotiations (if applicable)

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.7 STEP FIVE : Objective Criteria (if applicable)

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

- Skills Transfer and Capacity Building for Transnet;
- Rotation of Suppliers to promote opportunities for other suppliers, by overlooking a supplier that has been awarded business repeatedly overtime in order to benefit other suppliers in the market;
- the bidder is undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
- 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,
- has the legal capacity to enter into the contract
- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- complies with the legal requirements, if any, stated in the tender data and
- is able, in the option of the employer to perform the contract free of conflicts of interest.

6.8 STEP SIX : Award of business and conclusion of contract

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

SECTION 4: PRICING AND DELIVERY SCHEDULE*Respondents are required to complete the table below:*

Item	Activity Description	Total Cost Excl. VAT
<u>SECTION 1: PRELIMINARIES & PROJECT INITIATION</u>		
1.1	Participation at Kick-off Meeting	
1.2	Participation at Technical Meetings	
1.3	Baselining of Programme	
1.4	Mobilisation of Service Provider Project Team	
<u>SECTION 2: HEAD OFFICE (CENTRAL LOCATION))</u>		
2.1	Functional Requirement Specification (Enterprise Level) <i>*note: inclusive of user customizations</i>	
2.2	Central Dashboard Software Architecture & System Design Blueprint (Enterprise Level)	
2.3	Central System Dashboard Development & Implementation	
2.4	Central Cloud Environment Development & Configuration	
2.5	Central System Integration with Transnet Systems	
2.6	Central System Training & Onboarding	
2.7	Central System UAT	
2.8	Central System Deployment	
2.9	Project Close Out Documentation	
<u>SECTION 3: TERMINALS</u>		
<u>KwaZulu-Natal: Richard's Bay Terminal</u>		
3.1	Site Assessment	
3.2	Functional Requirement Specification (Terminal Level)	
3.3	Automation Hardware Design	
3.4	Data Acquisition Design (Data Network Connectivity & Communication)	
3.5	Terminal Software Architecture & System Design Blueprint	
3.6	Provision of All System Hardware Based on Terminal Design	
3.7	Automation Hardware Installations	
3.8	Data Acquisition Setup	

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3.9	Terminal System Integration into Centralised System	
3.10	Terminal System Testing & Commissioning	
3.11	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.12	Terminal System User Training & Onboarding	
3.13	Terminal UAT & Deployment	
<u>KwaZulu-Natal: Durban Point Terminal</u>		
3.14	Site Assessment	
3.15	Functional Requirement Specification (Terminal Level)	
3.16	Automation Hardware Design	
3.17	Data Acquisition Design (Data Network Connectivity & Communication)	
3.18	Terminal System Design Blueprint	
3.19	Provision of All System Hardware Based on Terminal Design	
3.20	Automation Hardware Installations	
3.21	Data Acquisition Setup	
3.22	Terminal System Integration into Centralised System	
3.23	Terminal System Testing & Commissioning	
3.24	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.25	Terminal System User Training & Onboarding	
3.26	Terminal System UAT & Deployment	
<u>KwaZulu-Natal: Durban Maydon Wharf</u>		
3.27	Site Assessment	
3.28	Functional Requirement Specification (Terminal Level)	
3.29	Automation Hardware Design	
3.30	Data Acquisition Design (Data Network Connectivity & Communications)	
3.31	Terminal System Design Blueprint	
3.32	Provision of All System Hardware Based on Terminal Design	
3.33	Automation Hardware Installations (incl. Calibrations & Configurations)	
3.34	Data Acquisition Setup	
3.35	Terminal System Integration into Centralised System	

3.36	Terminal System Testing & Commissioning	
3.37	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.38	Terminal System User Training & Onboarding	
3.39	Terminal System UAT & Deployment	
<u>KwaZulu-Natal: Durban Container Terminal Pier 1</u>		
3.40	Site Assessment	
3.41	Functional Requirement Specification (Terminal Level)	
3.42	Automation Hardware Design	
3.43	Data Acquisition Design (Data Network Connectivity & Communication)	
3.44	Terminal System Design Blueprint	
3.45	Provision of All System Hardware Based on Terminal Design	
3.46	Automation Hardware Installations	
3.47	Data Acquisition Setup	
3.48	Terminal System Integration into Centralised System	
3.49	Terminal System Testing & Commissioning	
3.50	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.51	Terminal System User Training & Onboarding	
3.52	Terminal System UAT & Deployment	
<u>KwaZulu-Natal: Durban Container Terminal Pier 2</u>		
3.53	Site Assessment	
3.54	Functional Requirement Specification (Terminal Level)	
3.55	Automation Hardware Design	
3.56	Data Acquisition Design (Data Network Connectivity & Communication)	
3.57	Terminal System Design Blueprint	
3.58	Provision of All System Hardware Based on Terminal Design	
3.59	Automation Hardware Installations	
3.60	Data Acquisition Setup	
3.61	Terminal System Integration into Centralised System	
3.62	Terminal System Testing & Commissioning	

3.63	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.64	Terminal System User Training & Onboarding	
3.65	Terminal System UAT & Deployment	
<u>East London Multipurpose Terminal</u>		
3.66	Site Assessment	
3.67	Functional Requirement Specification (Terminal Level)	
3.68	Automation Hardware Design	
3.69	Data Acquisition Design (Data Network Connectivity & Communication)	
3.70	Terminal System Design Blueprint	
3.71	Provision of All System Hardware Based on Terminal Design	
3.72	Hardware Installations	
3.73	Data Acquisition Setup	
3.74	Terminal System Integration into Centralised System	
3.75	Terminal System Testing & Commissioning	
3.76	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.77	Terminal System User Training & Onboarding	
3.78	Terminal System UAT & Deployment	
<u>Port Elizabeth Container Terminal</u>		
3.79	Site Assessment	
3.80	Functional Requirement Specification (Terminal Level)	
3.81	Automation Hardware Design	
3.82	Data Acquisition Design (Data Network Connectivity & Communication)	
3.83	Terminal System Design Blueprint	
3.84	Provision of All System Hardware Based on Terminal Design	
3.85	Automation Hardware Installations	
3.86	Data Acquisition Setup	
3.87	Terminal System Integration into Centralised System	
3.89	Terminal System Testing & Commissioning	

3.90	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.91	Terminal System User Training & Onboarding	
3.92	Terminal System UAT & Deployment	
Ngqura Container Terminal		
3.93	Site Assessment	
3.94	Functional Requirement Specification (Terminal Level)	
3.95	Automation Hardware Design	
3.96	Data Acquisition Design (Data Network Connectivity & Communication)	
3.97	Terminal System Design Blueprint	
3.98	Provision of All System Hardware Based on Terminal Design	
3.99	Automation Hardware Installations	
3.100	Data Acquisition Setup	
3.101	Terminal System Integration into Centralised System	
3.102	Terminal System Testing & Commissioning	
3.103	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.104	Terminal System User Training & Onboarding	
3.105	Terminal System UAT & Deployment	
Cape Town Container Terminal		
3.106	Site Assessment	
3.107	Functional Requirement Specification (Terminal Level)	
3.108	Automation Hardware Design	
3.109	Data Acquisition Design (Data Network Connectivity & Communication)	
3.110	Terminal System Design Blueprint	
3.111	Provision of All System Hardware Based on Terminal Design	
3.112	Automation Hardware Installations (incl. Calibrations & Configurations)	
3.113	Data Acquisition Setup	
3.114	Terminal System Integration into Centralised System	
3.115	Terminal System Testing & Commissioning	

3.116	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.117	Terminal System User Training & Onboarding	
3.118	Terminal System UAT & Deployment	
Cape Town Multipurpose Terminal		
3.119	Site Assessment	
3.120	Functional Requirement Specification (Terminal)	
3.121	Automation Hardware Design	
3.122	Data Acquisition Design (Data Network Connectivity & Communication)	
3.123	Terminal System Design Blueprint	
3.124	Provision of All System Hardware Based on Terminal Designs	
3.126	Automation Hardware Installations	
3.127	Data Acquisition Setup	
3.128	Terminal System Integration into Centralised System	
3.129	Terminal System Testing & Commissioning	
3.130	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.131	Terminal System User Training & Onboarding	
3.132	Terminal System UAT	
3.134	Terminal System UAT & Deployment	
Saldanha Multipurpose Terminal		
3.135	Site Assessment	
3.136	Functional Requirement Specification (Terminal)	
3.137	Hardware Design	
3.138	Data Acquisition Design (Data Network Connectivity & Communication)	
3.139	Terminal System Design Blueprint	
3.140	Provision of All System Hardware Based on Terminal Design	
3.141	Automation Hardware Installations	
3.142	Data Acquisition Setup	
3.143	Terminal System Integration into Centralised System	
3.144	Terminal System Testing & Commissioning	

3.115	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.116	Terminal System User Training & Onboarding	
3.117	Terminal System UAT & Deployment	
Northwest Terminal (Pondoring)		
3.118	Site Assessment	
3.119	Functional Requirement Specification (Terminal)	
3.120	Hardware Design	
3.121	Data Acquisition Design (Data Network Connectivity & Communication)	
3.122	Terminal System Design Blueprint	
3.123	Provision of All System Hardware Based on Terminal Design	
3.124	Automation Hardware Installations	
3.125	Data Acquisition Setup	
3.126	Terminal System Integration into Centralised System	
3.127	Terminal System Testing & Commissioning	
3.128	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.129	Terminal System User Training & Onboarding	
3.130	Terminal System UAT & Deployment	
Northern Cape Terminal (Lohatla)		
3.131	Site Assessment	
3.132	Functional Requirement Specification (Terminal)	
3.133	Hardware Design	
3.134	Data Acquisition Design (Data Network Connectivity & Communication)	
3.135	Terminal System Design Blueprint	
3.146	Provision of All System Hardware Based on Terminal Design	
3.137	Automation Hardware Installations	
3.138	Data Acquisition Setup	
3.139	Terminal System Integration into Centralised System	
3.140	Terminal System Testing & Commissioning	

3.141	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.142	Terminal System User Training & Onboarding	
3.143	Terminal System UAT & Deployment	
Mpumalanga Terminal (Kendal)		
3.144	Site Assessment	
3.145	Functional Requirement Specification (Terminal)	
3.146	Hardware Design	
3.147	Data Acquisition Design (Data Network Connectivity & Communication)	
3.148	Terminal System Design Blueprint	
3.149	Provision of All System Hardware Based on Terminal Design	
3.150	Automation Hardware Installations	
3.151	Data Acquisition Setup	
3.152	Terminal System Integration into Centralised System	
3.153	Terminal System Testing & Commissioning	
3.154	Develop & Supply Terminal User Manuals & Standard Operating Procedure Document	
3.155	Terminal System User Training & Onboarding	
3.156	Terminal System UAT & Deployment	

<u>SECTION 4 MAINTENANCE & SUPPORT</u>		
4.1	Full System Automation Hardware & Dashboard Maintenance & Support for 36 months	
4.2	Skills Transfer Training	
Total Price Excluding VAT		
VAT		
Total Price Including VAT		

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

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-

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- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
- (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
- (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

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

- b) Prices must be quoted in South African Rand exclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- f) Where a Respondent's price(s) includes imported goods/items, the rate of exchange to be used must be in South African Rands for purposes of determining whether the price is market related or not and must be the currency's rate published by the South African Reserve Bank on the date of the advertisement of the bid:
Currency rate of exchange utilised: _____
- g) Manufacturing and delivery lead time calculated from date of receipt of purchase order: _____ weeks.
- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed for the contract duration. [Not to be confused with bid validity period Section 2, clause 1]

YES	
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OR

- i) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following price index/indices/adjustment formula. [Not to be confused with bid validity period Section 2, clause 1]

.....

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YES	
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1. DISCLOSURE OF CONTRACT INFORMATION**PRICES TENDERED**

Respondents are to note that, on award of business, Transnet is required to publish the outcome of the RFQ and information of the successful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 09 of 2022/2023.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

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

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. SERVICE LEVELS

- 2.1 An experienced national account representative(s) is required to work with Transnet's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 2.2 Transnet will have quarterly reviews with the Supplier/Service provider's account representative on an on-going basis.
- 2.3 Transnet reserves the right to request that any member of the Supplier/Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.4 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
 - b) On-time delivery
- If the Service provider does not achieve this level as an average over each quarter, Transnet will receive a 1.5% [one and a half per cent] rebate on quarterly sales payable in the next quarter
- 2.5 The Service provider must provide a telephone number for customer service calls.
- 2.6 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
------------	--

NO	
-----------	--

SECTION 5: PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
 [name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____

in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply/provide the abovementioned Goods/Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- (i) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- (ii) General Bid Conditions; and
- (iii) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply/provision of Goods/Services within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us

Respondent's Signature

Date & Company Stamp

any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

Furthermore, I/we agree to a penalty clause/s which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods/Services due to non-performance by ourselves, , etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

Facsimile: _____

Address: _____

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier/Service provider**] will be informed of the acceptance of its Proposal. Transnet will also publish the outcome of the tender, including successful and unsuccessful bidders, in the National Treasury e-tender portal. Any unsuccessful bidder has a right to request reasons for the bid not to be successful and Transnet has a duty to provide those reasons on receipt of the request from the bidder.

VALIDITY PERIOD

Transnet requires a validity period of **180 Business Days** [from closing date] against this RFP, excluding the first day and including the last day.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii)	Full name(s) of director/member(s)	Address/Addresses	ID Number(s)
-------	------------------------------------	-------------------	--------------

Respondent's Signature

Date & Company Stamp

RETURNABLE DOCUMENTS

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

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

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

Respondent's Signature

Date & Company Stamp

a) Mandatory Returnable Documents

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

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
SECTION 4 : Pricing and Delivery Schedule	
Annexure B -Technical Pre-Qualification requirement -Instrumentation Engineer / Technologist has active professional registration certificate with Engineering Council of South Africa (ECSA)	

b) Returnable Documents Used for Scoring

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

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Annexure C - CVs of Key Persons	
Annexure D - Previous Experience	
Annexure E - Method Statement	
Valid proof of Respondent's compliance to Specific Goals requirements stipulated in Section 9 of this RFP (Valid B-BBEE certificate or Sworn- Affidavit as per DTIC guidelines)	

c) Essential Returnable Documents:

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

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
Section 1: SBD1 Form	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9 : Specific Goals Points Claim Form	
SECTION 10: Protection Of Personal Information	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

**SECTION 6: RFQ DECLARATION CERTIFICATE OF ACQUAINTANCE & BREACH OF LAW FORM
WITH RFP**

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

1	Transnet's General Bid Conditions
2	Master Agreement and SLA attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement
5	Specifications attached to this RFP

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

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from any term or condition may result in disqualification.

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

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

Respondent's Signature

Date & Company Stamp

SECTION 7: RFP DECLARATION AND BREACH OF LAW FORM

We hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal [**RFP**];
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Goods/Services as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price.
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
8. If such a relationship as indicated in paragraph 7, exists, the Respondent is to complete the following section:

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

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

BIDDER'S DISCLOSURE (SBD4)

12 PURPOSE OF THE FORM

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

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

13 Bidder's declaration

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

YES/NO

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

Full Name	Identity Number	Name of State institution

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

YES/NO

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

13.2.1. If so, furnish particulars:

.....

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

YES/NO

13.3.1. If so, furnish particulars:

.....

14 DECLARATION

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

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

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

14.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

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

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

14.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

BREACH OF LAW

We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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

NATURE OF BREACH:

DATE OF BREACH: _____

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

SIGNED at _____ on this _____ day of _____ 20__

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

RFP No: iCLM HQ 926/TPT

RFP deadline for questions / RFP Clarifications: Before **27 April 2025** on 12h00pm

TO: Transnet SOC Ltd
ATTENTION: Hlengiwe Zulu
EMAIL: Hlengiwe.Zulu@transnet.net

DATE: _____

FROM: _____

RFP Clarification No [to be inserted by Transnet]

REQUEST FOR RFP CLARIFICATION

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Respondent's Signature

Date & Company Stamp

SECTION 9 : SPECIFIC GOALS POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for specific goals Contribution. Transnet will award preference points to companies who provide valid proof of evidence of as per the table below.

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION B-BBEE Status Level of Contributor: ½ = 5 Black Owned Entities (51% Black Ownership) =5	10
Total points for Price and Specific Goals must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points 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) **"Ownership"** means 51% black ownership
- (e) **"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;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"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);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (k) **"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);
- (l) **"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.
- (m) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:

90/10

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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

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

Selected Specific Goal	Number of points allocated (10)
B-BBEE Status Level of Contributor: 1/2	5
Black Owned Entities (51% Black Ownership)	5

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

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

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

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

5. BID DECLARATION

 Respondent's Signature

 Date & Company Stamp

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED

6.1 B-BBEE Status Level of Contribution: . =(maximum of 10 points)

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

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

: 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

- Y Partnership/Joint Venture / Consortium
- Y One person business/sole propriety
- Y Close corporation
- Y Company
- Y (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

8.6 COMPANY CLASSIFICATION

- Y Manufacturer
 Y Supplier
 Y Professional Service provider
 Y Other Service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution 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 or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

SECTION 10: PROTECTION OF PERSONAL INFORMATION

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

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

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

Respondent's Signature

Date & Company Stamp

take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP 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

Document Title:

Transnet Port Terminals (TPT) Fuel Management System

Annexure A: SCOPE OF SERVICES

Scope of Services Title:

CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS

CUSTOM DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY TERMINALS, DURBAN TERMINALS, EASTERN CAPE TERMINALS, AND WESTERN CAPE TERMINALS

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1. Background

1.1 Transnet Port Terminals (TPT) is a division of Transnet SOC Limited, a state-owned freight transport company in South Africa. TPT's core business is the handling of a variety of products that are destined for either import, export, or transshipment. TPT operates bulk, break bulk, automotive, and container terminals, located nationwide in the KwaZulu-Natal, Eastern Cape, and Western Cape ports. TPT also operates inland terminals located in the North West, Western Cape and Mpumalanga. The mobile equipment within the terminals is highly dependent on fuel for business operations. Diesel is the primarily used fuel for operations and the fleet comprises of the following mobile equipment:

- i. Rubber-Tyred Gantry Cranes (RTGs)
- ii. Mobile Harbour Cranes (MHCs)
- iii. Empty Container Handlers (ECHs)
- iv. Mobile Ship Loaders
- v. Mobile Bowsers
- vi. Straddle Carriers
- vii. Reach Stackers
- viii. Forklifts
- ix. Tractors
- x. Haulers
- xi. Sky jacks
- xii. BobCats
- xiii. Cherry pickers
- xiv. Sweepers
- xv. Self-Bunded Containerized Tanks

2. Problem Statement

- 2.1 The existing homebased fuel facilities and mobile equipment in all TPT terminals are not equipped with an automated fuel management system to track the movement of fuel and monitor the consumption of fuel. Currently the *Employer* uses manual processes and controls at its fuel facilities, which places the business at risk of fuel pilferage from its terminal's bulk storage tanks, mobile bowzers, mobile equipment and self-bunded containerized tanks. With fuel management being a manual process, the operations are also susceptible to human errors, which technology can mitigate.
- 2.2 The *Employer* aims to address the following fuel management shortfalls due to the absence of sufficient fuel management systems:
- i. Inadequate fuel issuing
Poor measurement, capturing, tracking, and monitoring of fuel transactions.
 - ii. Ineffective tank level management
Poor fuel level reading and monitoring of bulk storage tanks, mobile bowzers and self-bunded containerized tanks.
 - iii. Absence of access controls
No technology is present for authorized equipment identification.
 - iv. Inadequate reporting
Poor fuel consumption reporting of individual mobile equipment.
 - v. Lack of reconciliation
Reconciliation of fuel delivered (purchased) vs fuel consumed is currently not possible.

3. Employer's Objectives

- 3.1 The *Employer's* objective is to appoint a *Service Provider* who will custom design, supply, and install a fuel management system (FMS) at all Transnet Port Terminals nationwide. The FMS will automate all fuel transactions which happen at the homebased facilities as well as the mobile browsers within operational areas.
- 3.2 The FMS is to digitize and automate the manual fuel facility processes such as fuel deliveries (decanting), tank level reading, and fuel issuing/dispensing into mobile equipment. The FMS is also to digitize the manual controls associated with the current processes. Digitizing the manual processes and controls must prevent the risk of fuel pilferage and shrinkage associated with the current mismanagement at the terminals. The FMS shall prevent unauthorized mobile equipment from fuelling at the fuel facilities. The FMS must enhance the visibility of the movement of fuel at each terminal and manage fuel consumption efficiently using real-time data. The FMS shall establish and maintain automated fuel reporting for the Employer and capacitate the *Employer* to analyse its fuel data and consumption trends using stored records and in real-time. The FMS is to enable the *Employer* to execute fuel cost & fuel consumption reconciliations.

4. Project Scope Overview

- 4.1 The automated fuel management system shall be custom designed, supplied, Installed, tested and commissioned for the *Employer*, the scope of services shall include but not limited to:
- a) Integrating with the existing *Employer* fuel facilities.
 - b) Enabling the *Employer* to automatically capture, track and manage fuel quantities from receiving, storage, to dispensing and consumption i.e. providing automated comprehensive fuel accounting from receipt into bulk storage tanks, transfer from bulk storage tanks to mobile bowzers and refuelling of fuel consuming mobile equipment. A similar objective is required for the *Employer's* self-bunded containerized tanks.
 - c) Tracking, monitoring, and reporting on any discrepancies between fuel delivered, fuel stored, and fuel dispensed/issued.
 - d) Installing IoT (Internet of things) fuel flow measuring automation instruments in all bulk storage tank inlets for validation of fuel delivered and decanted into the fixed tanks.
 - e) Installing IoT fuel level measuring automation instruments in all bulk storage tanks and mobile bowzers to monitor the tank level readings.
 - f) Installing IoT water detection automation instruments in all bulk storage tanks and mobile bowzers to monitor water content in the fuel.
 - g) Installing personnel authorization technology on fuel dispenser pumps for access control security.
 - h) Installing equipment authentication technology on all authorized mobile equipment for secured dispensing control.
 - i) Locking all dispenser pumps when not in use, for additional security.
 - j) Installing IoT fuel flow measuring automation instruments at all fuel dispenser pumps to capture the dispensed/issued fuel in real-time.
 - k) Installing anti-siphoning devices on all mobile equipment and mobile bowzers.
 - l) Developing and implementing an in-house hosted fuel management system with central monitoring dashboard to manage fuel with 24-hour system operation and support.
 - m) Developing and implementing an in-house hosted cloud-based fuel management software solution with dashboard customized to the *Employer's* user and operational requirements.
 - n) Developing and implementing a cloud-based fuel management dashboard which is scalable, secure, robust, versatile and is flexible to customization to meet *Employer* specifications.
 - o) Developing a cloud-based fuel management dashboard that allows for an unlimited number of users to gain access.

CUSTOM DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS “TPT”), AT THE RICHARD'S BAY TERMINALS, DURBAN TERMINALS, EASTERN CAPE TERMINALS, AND WESTERN CAPE TERMINALS

- p) Developing a cloud-based fuel management dashboard software capable of integrating with third-party systems such as but not limited to ERP platforms to improve fuel management business processes.
- q) User acceptance testing of the fuel management system dashboard.
- r) Testing and deployment of the entire fuel management system dashboard installation and handover to the *Employer*.
- s) Providing all designs, software blueprints, system architectures, calibration certificates, and manuals before handover of the fuel management solution.
- t) Change management activities.
- u) System user training of *Employer* staff.
- v) Maintenance and support of system automation instruments and cloud-based dashboard solution.
- w) Knowledge and skills transfer to *Employer* staff inclusive of maintenance and support.

5. Site Information

The sites where services are to be conducted are listed below:

1. Richards Bay Terminals: Dry Bulk Terminal (DBT) & Multipurpose Terminal (MPT)
2. Durban Point: Car Terminal (RoRo) & Multipurpose Terminal (MPT)
3. Durban Maydon Wharf
4. Durban Container Terminal Pier 1
5. Durban Container Terminal Pier 2
6. East London Multipurpose Terminal (MPT)
7. Port Elizabeth Container Terminal (PECT)
8. Ngqura Container Terminal (NCT)
9. Cape Town Container Terminal (CTCT)
10. Cape Town Multipurpose Terminal (CTMPT)
11. Saldanha Multipurpose Terminal
12. North West Pendergong Terminal
13. Northern Cape Lohatla Terminal
14. Mpumalanga Kendal Terminal

Further details of the listed *Employer’s* sites can be obtained from Part C4: Site Information.

The *Employer* is currently embarking on refurbishing some of the sites fuel facilities listed above. Other facilities will be completely decommissioned, and new facilities are anticipated to be designed and installed. The works planned to be completed per terminal are detailed in Appendix A.

6. Technical Scope of Services

TPT invites suitable and accredited service providers to submit written proposals for the custom design, supply, installation, configuration, testing and commissioning of an automated fuel management system.

The following envisioned services are required to be provided:

a) Design, supply and installation of IoT-based automation hardware

(i.e. fuel measuring instruments, biometric access control, telematics)

- i. Digital Fuel flow meters
- ii. Automatic tank gauging (with tank fuel level probes or fuel level sensors).
- iii. Water-in-fuel sensors/detectors
- iv. Biometric controlled fixed tank fuel decanting/receiving pumps.
- v. Biometric controlled fuel dispenser pumps
- vi. Biometric controlled mobile bowser issuing pumps
- vii. Tamper proof mobile equipment authentication via radio-frequency identification (RFID) tagging
- viii. Telematics devices or units to capture odometer readings and/or engine hour readings, depending on the mobile equipment

Note: All automation hardware is required to be IoT-based for the purpose of connecting and exchanging data with other devices and systems over Transnet's wireless network.

b) Data connectivity and communication

- i. Enable automation hardware with the capability to connect and transfer data through mobile cellular connectivity (GPRS/GSM/4G/LTE/5G) for real-time data collection & reporting
- ii. Setup and configure a centralised cloud-based database at Transnet site, referred to as the FMS Database, with backup and restore capability. The database must be scalable.
- iii. Ensure all relevant automation hardware data is communicated to the FMS Database.
- iv. Ensure the communication layer is secured in line with Transnet Security standards
- v. Ensure the fuel management system and data is owned by Transnet
- vi. Ensure that the relevant data from the FMS Database will integrate to the relevant Transnet systems for business processing

c) Design and deployment of a centralised cloud-based fuel management system dashboard owned by TPT

- i. Fuel data acquisition, processing, and visualization
- ii. Online real-time fuel transaction tracking, monitoring, analysis, and reporting
- iii. Live real-time tank level readings of bulk storage fuel facilities, mobile browsers and self-bunded containerized tanks
- iv. Live water detection/monitoring of bulk storage fuel facilities, mobile browsers and self-bunded containerized tanks
- v. Online mobile equipment fuel consumption tracking, monitoring, analysis, and reporting
- vi. Monitor and reconcile received/decanted, stored, transferred and dispensed fuels
- vii. Daily, weekly, and monthly fuel transaction and consumption reporting
- viii. Trend analysis based on Transnet KPIs
- ix. Pre-programmed stock level thresholds (min/max or high/low levels)
- x. Automated alert/alarm notifications for stock replenishment on the bulk storage facilities
- xi. Pre-programmed discrepancy/warning alerts and alarms
- xii. Flag irregular usage, abnormalities and suspicious fuel transactions

6.1 Planning

The SERVICES for the fuel management system shall be performed in 11 steps as explained below:

- 6.1.1 Site Surveys (information gathering)
- 6.1.2 Requirements Analysis (functional requirements specifications)
- 6.1.3 Automation Hardware Designs
- 6.1.4 System Design (detailed specifications, design blueprints, software architectures, dashboard designs)
- 6.1.5 Agreement on the detail of the system design between the *Service Provider* and TPT
- 6.1.6 Development, installation, configuration, testing and deployment of the fuel management solution and dashboard
- 6.1.7 Automation Hardware Installations
- 6.1.8 Integration of data from installed devices with connectivity and communication setup
- 6.1.9 Full system testing and commissioning
- 6.1.10 Change management plan and end user training
- 6.1.11 Full system user acceptance testing and onboarding
- 6.1.12 Fixed term support and maintenance of the system with skills transfer plan and execution to TPT personnel

For the system design, the service provider must indicate which areas of functionality (if any) are dependent upon other functions and, therefore, cannot not be implemented in isolation.

6.2 Methodology

The *Service Provider* will be required to outline the methodology to deliver the project, including a detailed costing and the time frame in which the project will be completed. The methodology shall reflect the following aspects in comprehensive detail, which will be used as criteria during the assessment of the submission:

6.2.1. Illustrate knowledge of and provide proof of experience in:

- i. Installation of automation fuel measuring instruments
- ii. Design and deployment of cloud-based online dashboards
- iii. Implementation of complete fuel management systems
- iv. The setup of interfacing a core application with other applications

6.2.2 Outline the following elements to achieve the objectives of the project:

- i. Project management frameworks
- ii. Project governance frameworks
- iii. Scope of work-functional and non-functional
- iv. Business processes and procedures
- v. Dashboard software design (design blueprints)
- vi. Detailed specifications
- vii. End user training strategy and plan
- viii. Knowledge transfer
- ix. Roll out plan
- x. Quality management plan
- xi. System building and comprehensive testing
- xii. Change management plan

6.3 Functionality Requirements

For this document the term “system” will mean - all the automation hardware and information technology components, that when working together as a whole, provide the fuel management system to TPT.

6.3.1 Main Characteristics of the System

- 6.3.1.1 Achieve real-time recording and visibility of all fuel transactions (data) by the system i.e. visibility of fuel received, fuel stored, and fuel issued/dispensed.
- 6.3.1.2 Measure and visualize real-time volume of fuel in fixed bulk storage tanks, mobile bowers and self-bunded containerized tanks.
- 6.3.1.3 Prevent the refuelling of unauthorised mobile equipment.
- 6.3.1.4 The system must remove the need for physical paperwork and automate the ‘issue book’ process control.
- 6.3.1.5 The system must automatically identify authorised personnels (fuel attendants and mobile bowser operators).
- 6.3.1.6 Biometric devices are to be used to manage security and access control.
- 6.3.1.7 Anti-siphoning devices are to be installed on all mobile equipment, mobile bowers and self- bunded containerized tanks.
- 6.3.1.8 The system must track and monitor the water content in the fuel.
- 6.3.1.9 The system must record and capture odometer or hour meter readings of mobile equipment via telematics.
- 6.3.1.11 The system must allow electronic transmission of information between the automation hardware and the cloud-based TPT data storage/warehouse, using industry-accepted technologies, methods and standards as well as be aligned to the relevant Transnet standards for data exchange and transmission.
- 6.3.1.12 The system must provide the necessary interfaces between its core components and other Transnet applications.
- 6.3.1.13 The system must be scalable and be able to support multiple terminal precincts. The system must be able to track, monitor and analyse fuel usage across multiple terminal fuel facilities.
- 6.3.1.14 The provision of management information to allow for the monitoring of fuel transactions and consumptions both real-time and historically must be included.
- 6.3.1.15 The system should be able to handle operations on any mobile and desktop device (web-base) with a modern OS. The supported OS should include, but not be limited to:
 - i. Windows;
 - ii. Apple iOS;
 - iii. Android;

- 6.3.1.16 Duplication of information must be prevented, storing all information in a single TPT owned repository and giving the ability to securely share that information between the various functions/solutions within the business (TPT and Transnet).
- 6.3.1.17 The solution should be highly configurable by the TPT staff without the need to revert to the service providers/developers of the solution's components. This will include, but not be limited to, configuration of workflow, adding of new hardware/devices, processes, data elements, user preferences, display columns and reports.
- 6.3.1.18 The solution should be based upon proven and industry-standard technologies. Fuel management hardware/devices must have warranties for the duration of the maintenance contract for all terminals. Any known end-of-life dates for any of the solution components or underlying technologies must be detailed.
- 6.3.1.19 The future-proof nature of the system, to allow for further changes in working practices, processes and technologies, is extremely important. The service provider should provide a roadmap with planned improvements to demonstrate the future-proof nature of their solution (or solution components).
- 6.3.1.20 The users of the system should be able to extract data into a form which can be used by other applications (e.g. Microsoft Excel, BI software etc.).
- 6.3.1.21 Flexible and easy-to-use reporting functionality with the ability to produce reports in a variety of formats must be provided. This should include the ability to produce regular, scheduled, and ad-hoc reports. These reports must be able to be distributed electronically (in pdf, excel, txt, word, csv, xml, etc.) as well as being printed. Users must be able to compile and implement new reports to their own design without having to revert to the service provider/developer.
- 6.3.1.22 The system should be stable, reliable and high performing, having a high level of user availability.
- 6.3.1.23 The system should be accompanied by a support and maintenance period of 3 years.
- 6.3.1.24 Any double keying of data into the solution must be avoided.
- 6.3.1.25 Application security and user access management will be role based and incorporate the segregation of duties conflict checks.
- 6.3.1.26 If possible, the system must integrate with Transnet Active Directory for user access functionality.
- 6.3.1.27 Archiving and backup of data must be included to ensure a continued high-level of performance whilst retaining important historical data. The ability to retrieve archived data must be present. Archived data must be stored for at least 5 years with the ability to go beyond that time using off-line backup facilities.
- 6.3.1.28 The system must provide the technology for mobile/web access. This may be through a variety of hand-held devices. The use of this technology will be for operational purposes, data review, reporting and monitoring purposes.
- 6.3.1.29 All data collected is owned by Transnet.
- 6.3.1.30 Data is not shared or made available to 3rd parties.
- 6.3.1.31 Licensed software provided by service provider is a property of Transnet.
- 6.3.1.32 On contract termination, data and solution will be provided and be under the ownership of Transnet.

6.3.2 Functional Requirements

- 6.3.2.1 The fuel management automation hardware/devices must be able to securely interface/integrate and communicate with TPT communication network systems, the in-housed hosted developed fuel management solution and database.
- 6.3.2.2 The system must provide a visualisation application/dashboard where users may view raw fuel data, view fuel transactions (receiving/delivery and dispensing/issuing), view fixed tank level readings, view mobile bowser tank level readings, and view mobile equipment fuel consumption profiles, view fuel consumption trends and generate reports.
- 6.3.2.3 The system must limit mobile bowsers and mobile equipment to specified dispenser pumps or fuel facilities.
- 6.3.2.4 The system must have the capability to limit the amount of fuel issued to particular mobile equipment based on the assets tank size.
- 6.3.2.5 The system must lock all fuel dispenser and mobile bowser pumps between issues. Access control must be secured by biometrics, where issuing from the pumps and mobile bowsers requires personnel authorization.
- 6.3.2.6 All biometric units/hardware are to have battery back-up, to continue to operate during power outages at all home-based facilities. A manual override is also to be included as a third line of defence to ensure that the system functions controlled by the biometric units/hardware continue to operate during extreme-case power outages.
- 6.3.2.7 The management of the biometrics component must be assigned to system administrators only.
- 6.3.2.8 The system hardware components must have anti-theft mechanisms and must be secure.
- 6.3.2.9 The system should allow remote access through permission controls to ensure updates and maintenance can be performed over the network by authorised users.
- 6.3.2.10 The fuel management solution must include secure role-based security with Transnet ICT security related user access management controls for each individual logging onto the solution as well as role-based access to ensure segregations of duties and conflict checks are implemented.
- 6.3.2.11 The system is to have a reporting functionality that allows for users to (but not limited to), be able to run reports on fuel transactions and fuel consumptions at different intervals/history.
- 6.3.2.12 Where applicable, the solution must be flexible and scalable to allow for additional mobile equipment to be added to the fuel management system at a later stage, as and when required by TPT. The *Service Provider* must assist in the adding and configuration of new hardware/devices to the solution relating to new mobile bowsers, mobile equipment and self-bunded containerized tanks.
- 6.3.2.13 Test and calibration certificates with warranties for all functional hardware (instruments, meters, devices, probes, sensors etc.) are to be provided to TPT.
- 6.3.2.14 TPT owned data warehouse is to be backed up on Transnet's Azure cloud environment. The service provider is to provide backup strategy and process for cloud.
- 6.3.2.15 The system must be able to receive data from multiple connectivity points (RFID/GPRS/GSM/4G/LTE/5G).

- 6.3.2.16 The fuel management system dashboard must be accessible using desktop/laptop (web) and mobile devices such as a tablets/smartphones
- 6.3.2.17 The system must provide secure and role-based user access.
- 6.3.2.18 The fuel management dashboard must allow for tank level threshold limit alert notifications (low levels, high levels, overfills), allow for alert notifications on non-compliant transactions, and have the capability to send or trigger real-time fuel discrepancy alerts/alarms.
- 6.3.2.19 The fuel management dashboard must allow for alarm/alert notifications of high-water content detected in fixed and mobile tank levels.
- 6.3.2.20 The fuel management dashboard must allow a 'not counting' alarm or alert notification for mobile equipment fitted with automatic kms/engine hour reading telematics.
- 6.3.2.21 The fuel management dashboard must have the capability of benchmarking fuel consumption per asset group i.e. equipment type.
- 6.3.2.22 The fuel management dashboard must have cumulative profiles or provide fuel consumption and fuel transactions over selected period (day/s, week/s, month/s) with calendar plot.

6.3.3 Non-Functional Requirements

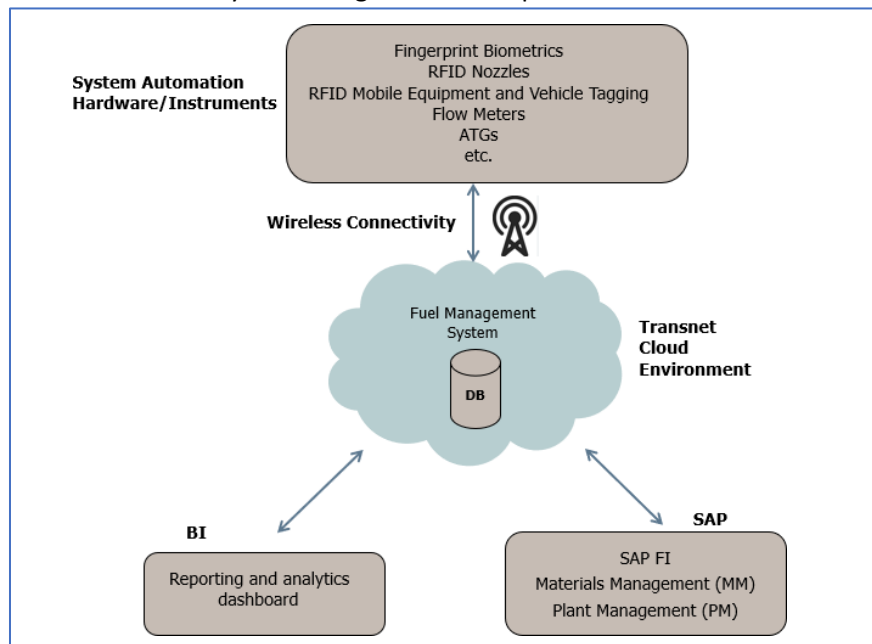
- 6.3.3.1 The *Service Provider* is to ensure that the software is updated timeously as and when software updates are available for the contract period.
- 6.3.3.2 The *Service Provider* is to provide the required VPN access for remote support.
- 6.3.3.3 The *Service Provider* is to provide all the documentation (configurations, solution architecture designs, technical specifications, functional specifications, training material/guides, user guides, system access and admin privileges) required at system hand-over to TPT.
- 6.3.3.4 Training is to be given (together with detailed training material/guides) to identified TPT staff.
- 6.3.3.5 Training is to be given to identified super user staff selected to be trained so they can provide first line support. Second line and third-line support to be given by the service provider.
- 6.3.3.6 Training is to be given to the identified TPT ICT admin (technical application support) staff selected to be trained so they can provide first line technical application support. Second line and third-line support to be given by the *Service Provider*.
- 6.3.3.7 The provided fuel management system must have the capability to be scalable to handle a growing amount of assets (i.e. mobile browsers, mobile equipment and self-bundled containerized tanks).
- 6.3.3.8 The *Service Provider* is to provide a dashboard that is easy to learn and easy to use. It must be aesthetically appealing and easy to navigate.
- 6.3.3.9 The *Service provider* to ensure that the application has security protocols and policies with relevant access privileges to protect Transnet data.

6.3.4 System Integration

6.3.4.1 The system must be able to integrate with other existing Transnet systems such as ERP platforms such as SAP via APIs.

6.3.4.2 The system must be able to share data, text files, graphs, tables, charts, profiles and trending analysis with other business intelligent applications/platforms.

6.3.4.3 The below illustrates the system integration touch points:



6.3.5 Electronic Data Interchange/Transmission

6.3.5.1 The system must be able to handle the exchange/transmission of data via EDI, (where the data conforms to internationally recognised standards), or mutually agreed formats.

6.3.5.2 The solution should make provision for handling both current and future message formats.

6.3.5.3 The solution should enable the exchange of information/data with other Transnet systems/solutions or 3rd party systems.

6.3.6 Document Storage and Archiving

6.3.6.1 The solution should allow for the storage and archiving of relevant transaction documentation at Transnet cloud storage under the ownership of Transnet.

6.3.6.2 Version control of the saved documents should be available together with the information on who saved the documents.

6.4 Reporting Requirements

6.4.1 General Report Information

- 6.4.1.1 The fuel management cloud-based dashboard must provide, but not limited to, the following generated reports as per TPT's KPI requirements:
- I. Fuel Transaction Reports
 - II. Fuel Consumption Reports
 - III. Bulk Inventory Levels per Fuel Facility
 - IV. Fuel Trend Analysis Reports
 - V. Management Reports
 - VI. Reconciliation Reports (ordered vs consumed)
 - VII. Reconciliation Reports (recorded volumes before and after transactions)
 - VIII. Exception Reports i.e. irregularities
 - IX. Consumption Variation Reports
 - X. Carbon Emissions/Footprint Reporting
 - XI. Fuel Baseline Reports
 - XII. Highest Fuel Consuming Assets Reports
 - XIII. Fuel Consumption Forecasting
 - XIV. Consumption Profiles of Sections/Areas i.e. per equipment, per terminal, per equipment group type etc
 - XV. Fuel Cost Summary Reports/Financial Analysis Reports
- 6.4.1.2 The system must have a reporting functionality that allows for users to be able to run reports and define and run customised reports on fuel utilisation at different intervals/history.
- 6.4.1.3 The system must have a cost reporting functionality to allow for fuel accounting and reconciliations. Reconciling fuel tank stocks against measured/logged deliveries and issues.
- 6.4.1.4 The system must have fuel efficiency management functionality to allow for the detection of high fuel users and identification of fuel saving opportunities.

6.4.2 Reporting - Management Information

- 6.4.2.1 The system must be able to cater for the requirement to regularly extract data for inclusion in a BI datastore, or interface/replicate data to a BI datastore (service provider to ensure open API's and ETL)
- 6.4.2.2 Management reporting must be provided by the system giving scheduled and ad hoc management reports which can be configured and modified to the user's precise requirements. Any new reports and modifications to existing reports must be configurable by TPT staff without the need to revert to the solution developers.
- 6.4.2.3 Dashboards must be available to display current operational and financial information from the solution. These dashboards should also be capable of displaying trends, alerts and notifications etc.
- 6.4.2.4 Dashboards must be configurable by TPT without the need to revert to the solution developers/service providers.
- 6.4.2.5 On-demand, flexible and customisable reporting on the following - but not limited to:
 - a) Mobile equipment tank/consumption levels.
 - b) Mobile equipment transactions.
 - c) Real-time mobile equipment odometer or hour meter readings.
 - d) Fixed and mobile tank levels
 - e) Exception alerts for issuing occurring outside of operating hours for fixed tanks, mobile bowzers and self-bunded containerized tanks

6.5 Technical & Performance Requirements

6.5.1 General

- 6.5.1.1 The solution must be based upon industry-standard, industry leading fuel management systems.
- 6.5.1.2 The solution must be able to coexist with current corporate virus protection software. Future software enhancements should also take into consideration the virus protection software used by Transnet at that time.
- 6.5.1.3 The fuel management solution interface must support web access.

6.5.2 Data Storage Environment

- 6.5.2.1 Where applicable the system should adhere to Transnet's Cloud Policy.
- 6.5.2.2 The system will be deployed on Transnet owned infrastructure.
- 6.5.2.3 The *Service Provider* must provide detailed requirements for the hardware as part of the tender.

- 6.5.2.4 The solution's server infrastructure should be virtualised VMware platform Version 5.5.0 or higher.
- 6.5.2.5 A separate Testing, User Acceptance and Production environment must be provided in the Transnet network. This should consider the need to be able to test all aspects of the solution including any internal and external interfaces.
- 6.5.2.6 The *Service Provider* must make provision for a separate training environment at TPT. This should consider the need to provide training across all the functionality and technology areas. This training environment must cater for the initial and on-going training needs.

6.5.3 Software

- 6.5.3.1 The system solution must be able to run on an industry-recognised enterprise server platform.
- 6.5.3.2 The database used by the system should be a recognised industry-standard enterprise database.
- 6.5.3.3 The system solution must run on a minimum user PC operating system of 64-bit and above.
- 6.5.3.4 The system solution must support multi-monitor use.
- 6.5.3.5 The system solution must be able to communicate with the following office suite used by TPT:
 - i. Microsoft Office Suite.
 - ii. Microsoft Exchange.
 - iii. SharePoint.
- 6.5.3.6 The user interface shall be accessible via commonly used browsers such as Chrome, Safari, Firefox and at a minimum be compatible with Microsoft Edge.
- 6.5.3.7 The system solution must provide suitable security to control access to the functionality. Access must be role and user based. The system must allow for security and password rules, where possible be integrated with the domain security (i.e. TPT Active Directory) for TPT internal Users.
- 6.5.3.8 Any screen preferences selected by an individual user must be maintained between sessions for that user.
- 6.5.3.9 The system solution must have the role of Administrator or Super User. This role will perform restricted tasks within the solution such as, but not limited to, the following:
 - i. Creating new users.
 - ii. Removing users.
 - iii. Applying user permissions.
 - iv. Modification of reports.
 - v. Customization of dashboard windows or reports

- 6.5.3.10 Patches or updates must be applied without downtime - (for example, through clustering for 100% uptime)

6.5.4 Network & Security

- 6.5.4.1 The automation hardware integrating data to the fuel management dashboard must have the capability to connect through (GPRS/GSM/4G/LTE/5G) networks, to transmit real-time measured field data as there is no operational wi-fi in the terminals.
- 6.5.4.2 For mobile connectivity, the system will utilize TPT’s mobile network service provider. Sim card specifications are to be provided by the *Service Provider* and TPT will supply the required sim cards.
- 6.5.4.3 The FMS solution needs to be designed to be accessible within Transnet’s network as well as through the APN.
- 6.5.4.4 Strong authentication mechanisms are to be used in line with Transnet User Management Standard:
- i. Access Control/Passwords - no default credentials,
 - ii. Password Complexity - Password must have a minimal length, contain alphanumeric values, contain both upper and lower-case letters, and include special characters.
- 6.5.4.5 Audit trails of user authentication activity to be available (for example - User Logons/Logoffs, IP Addresses etc.).
- 6.5.4.6 Data is to be secured and encrypted both at rest and in transit. The system must ensure data is properly encrypted. Secure communication between IoT automation hardware and system must be ensured.
- 6.5.4.7 Data is to be stored in protected and encrypted databases.
- 6.5.4.8 Audit controls are to be implemented on data changes.
- 6.5.4.9 The system solution and data hosted in Transnet must comply with regulations such as ISO 2700, SOC 2, HIPAA and GDPR.
- 6.5.4.10 CIS standard for OS and DB must be 90% and above compliant.
- 6.5.4.11 Penetration testing for portal or apk.
- 6.5.4.12 Data loss protection and encryption must be applied.
- 6.5.4.13 The system solution/application must be hosted in SA and be POPIA compliant.

6.5.5 Mobile Devices

6.5.5.1 The system should be able to handle operations on any mobile device with a modern OS. The supported OS should include, but not be limited to:

- i. Apple iOS 9 and above;
- ii. Android; 7.1 and above;

6.5.6 Technical Interfaces

6.5.6.1 Both internal and external interfaces must be based upon industry-standard technologies. These standards (for example EDIINT) specify how to exchange business documents over the Internet in a secure, reliable, non-repudiable way, and support digital signatures, encryption, and signed receipts. Examples of secure protocols include:

- i. SMTPS
- ii. HTTPS
- iii. FTPS
- iv. SFTP

6.5.6.2 The *Service Provider* shall include the work for interfaces into their pricing.

6.5.6.3 Web Services should be absorbed or published where necessary to accomplish these interfaces.

6.5.6.4 Data for EDI will be exchanged using secure protocols for example HTTPS, FTPS, SFTP etc.

6.5.6.5 The solution must supply web services with the SOAP or REST protocol

6.5.7 Performance

6.5.7.1 All data must be made available to users in real-time.

6.5.7.2 The system must support integration with Infrastructure Management & Monitoring Software for example (HP Intelligent Management Centre (IMC), Hyperic – currently in use at the Employer) to provide the ability to monitor performance with real-time notifications. Notification types include, but not limited to:

- i. Alerts for errors and warnings.
- ii. Detection of critical situations such as the retention of data in a queue.
- iii. Monitoring of system processes.

6.5.7.3 System alerts should be available through a variety of mechanisms including, but not limited to, the following:

- i. SNMP.
- ii. Web based monitoring portal.
- iii. Email
- iv. SMS

6.5.7.4 The system solution must provide audit trail functionality, showing at least the following elements:

- i. Username.
- ii. IP address
- iii. Date and time of change.
- iv. Change made – original value – new value.
- v. Information of modifiers.

6.5.7.5 Details must be audited for all users whatever their application security level.

6.5.7.6 There must be the ability to extract and report on the audit information.

6.5.7.7 The system solution must operate 24/7/365 with Recovery Point Objective limited to no more than 30 minutes per occurrence. System availability threshold per month must not exceed 6 hours.

6.5.7.8 There must be a fast (less than 3 hours) and easy way to revert to a previous version of the solution or system component in the event of a failure after a system upgrade. If any client hosted software is part of the solution, there must be an automatic mechanism for the distribution of this software.

6.5.7.9 Any downtime for system restarts must be less than half an hour.

6.5.7.10 A process for the regular backup of data must be described. Any backup process should not involve any system downtime.

6.5.7.11 The system solution must be fault tolerant to provide continued operation in the event of the failure of some of its components.

6.5.7.12 In the case of network failure, the solution should, reconnect seamlessly upon network restoration. Longer periods of network interruption should be notified to the user. In all cases data must not be lost.

6.5.7.13 The system solution should have internal storage capability to temporarily store data during network disruption. Upon network restoration the stored data must be synchronized to the cloud storage.

6.5.8 Installation, Configuration & Testing

- 6.5.8.1 The service provider shall be responsible for, in close cooperation with Transnet staff, for installation, configuration, customisation (if any required to meet the performance criteria), implementation and testing of the full system and dashboard demonstrating the performance criteria.
- 6.5.8.2 The Service Provider will be requested to submit a safety file which will be approved by TPT SHEQ, prior to any on site installations or commissioning.

6.5.9 Maintenance & Support

- 6.5.9.1 The *Service Provider* shall be responsible to provide full system maintenance and support for a period of 36 months for all terminals. The maintenance and support will cover all automation hardware, the fuel management dashboard and azure cloud environment.
- 6.5.9.2 TPT requires that the *Service Provider* submits:
 - i. A schedule of what maintenance is required and when it is required, during the expected system lifespan.
 - ii. A draft of the maintenance and support services which includes but is not limited to routine maintenance, parts/hardware replacement and technical support, as part of this tender response with indicative pricing indicating intervals.
- 6.5.9.3 As part of maintenance and support, it is desirable that the software support should be on a 24/7/365 basis with an escalation procedure.
- 6.5.9.4 There must be a facility to take a snap-shot of the live data set and move this to the test hardware platform. This is to allow for the users and/or technical staff to investigate any system anomalies.
- 6.5.9.5 Health check reports must be supplied to TPT with suggestions of any corrective steps to be taken.
- 6.5.9.6 The *Service Provider* is required to troubleshoot and resolve any issues that prevent the communication of hardware/device data to the fuel management solution/dashboard
- 6.5.9.7 Patch management and feature enhancements are to meet evolving needs.
- 6.5.9.8 Backups must be performed in advance to enable rollback when resolving issues related to solution components.
- 6.5.9.9 The *Service Provider* shall evaluate and present to TPT with appropriate tools that will enable effective provision of services.

6.5.9.10 The *Service Provider* must be able to provide for onsite/offsite technical expertise as and when required, as well as the resolution of system related incidents and problems.

6.5.9.11 A spare parts kit will need to be included within the maintenance agreement. This will ensure that spares are readily available for the *Service Provider* to perform routine maintenance tasks and repairs.

6.5.9.12 The *Service Provider* will provide a mechanism for the Employer to request enhancements and upgrades to the system solution outside the defined service level agreement.

6.6 Testing Requirements and Acceptance Criteria

6.6.1 The *Service Provider* must work with TPT staff to produce a set of test plans for the fuel management system. This would be a joint exercise to ensure that the standard functionality of the system is covered as well as any specific operating processes required by TPT.

6.6.2 The testing would need to be conducted according to a Testing Methodology that will be co-developed by the project team.

6.6.3 These test plans will be used as part of the solution acceptance process to demonstrate the integrity, robustness and completeness of the solution.

6.6.4 These test plans will also form the basis for the testing of future software releases.

6.6.5 The test cases to be included in any specific area of testing will be supplied by *Service Provider* after being agreed between TPT and the *Service Provider*.

6.6.6 The *Service Provider* should advise TPT of the areas of testing which need to be included when any new release is made available by means of a release bulletin.

6.6.7 The *Service Provider* must be able to populate the test system with a relevant data set to facilitate testing. There must also be the ability to roll-back the data set should repeat testing be required.

6.6.8 Evidence for load testing of the solution must be provided by the *Service Provider*. Any tools used in achieving this load test will be the responsibility of the *Service Provider*.

6.6.9 Any issues which arise during the testing and acceptance phase must be logged through an issue tracking system, access to which is made available to TPT. All issues noted on the issue tracking system must be addressed/mitigated and accepted by the *Service Provider* and TPT.

6.6.10 The final decision on the acceptance of the system will be made by TPT

6.7 Review Periods, Meetings and Reporting Requirements

6.7.1 There will be regular project meetings at a frequency to be agreed between TPT and the *Service Provider*.

6.7.2 The *Service Provider* must provide immediate notification to TPT of any events or circumstances, relating to the work of the *Service Provider*, which will affect the project plan (i.e. budget, timelines etc.) in any way.

6.8 Training Requirements

6.8.1 To ensure the success of this project it is highly important that relevant, timely and effective training is provided. Exact arrangements for the training schedule will need to be agreed between TPT and the *Service Provider* at a later stage.

6.8.2 Training must be provided to include, but not limited to, the following areas:

- i. Operational End-user functionality;
- ii. Super-user functionality;
- iii. Software administration functionality;
- iv. Software configuration functionality;
- v. Reports writing functionality; and
- vi. ICT support functionality

6.8.3 A minimum of two (2) training sessions including classroom training as well as on the job training shall be arranged for each of the above areas of training. The number of staff to be trained shall be determined at a later stage.

- 6.8.4 For training purposes, the *Service Provider* should populate the system database with appropriate data which should be as close as possible to what will be the real data set.
- 6.8.5 There must be a facility to "roll-back" the system data set to allow for repeat training.
- 6.8.6 Training documentation needs to be adapted for each area of functionality and user role.
- 6.8.7 The dashboard must contain a comprehensive "Help" facility, providing on-line assistance through popups, tool tips and similar methods. If possible, the solution should allow for this help text to be maintainable by TPT Super Users without the need to revert to the *Service Provider*.

6.9 Deliverables

6.9.1 Software

- 6.9.1.1 All software solution and dashboards comprising the fuel management system shall be delivered by the *Service Provider* to TPT including licensing information required to reinstall the software in case of an emergency.
- 6.9.1.2 Any 3rd Party software which is integrated into the solution shall be supplied by the *Service Provider* at no extra cost to TPT. All associated services, installation and licensing costs should be included.

6.9.2 Documentation

- 6.9.2.1 Full documentation related to configuration settings, architecture blueprints, TPT environment setup, scripts, passwords, operating procedures etc. must be provided by the *Service Provider*.
- 6.9.2.2 Full documentation related to the automation hardware, customisation of the fuel management dashboard software, settings, scripts, passwords, operating procedures etc. must be provided to TPT by the service provider.
- 6.9.2.3 A comprehensive English user manual showing all aspects of the dashboard software must be provided. This must include content to cover all permission levels of Users up to and including the Administration and Super User roles. An early version of this should be delivered as soon as possible after the system design but at latest before the Super User training.
- 6.9.2.4 A comprehensive technical documentation must be provided by the *Service Provider*. This must be provided as an English version and must include, but not be limited to, the following:
 - i. Installation, operation, maintenance, calibration and/or configuration of all automation hardware
 - ii. System architectural designs (business and solution)
 - iii. Installation of the solution
 - iv. Installation of software patches
 - v. Back-up and data recovery processes
 - vi. Interface design, setup and monitoring
 - vii. Application monitoring; and
 - viii. Fault rectification procedures

6.9.2.5 Full training documentation relating to functionality must be provided. These needs to be in the form of hard copies and soft copies for each terminal. This must cover all the operational/end-user roles and responsibilities.

6.9.2.6 Test plans showing the routine test procedures for the core solution.

6.9.2.7 Full release notes for any new versions or patches to the solution must be provided by the service provider. This must include full details of the changes being applied, any interfaces (internal and external) which are affected, any anticipated change to operational processes, details of the versions affected and associated updates to any other documents such as user, technical, administration etc.

6.9.2.8 All documents mentioned within the Scope of Services are considered as part of the deliverables for the System.

6.9.3 Licensing

6.9.3.1 To ensure that any 3rd Party software which is integrated as part of the solution is totally covered in the licensing agreement. Licenses to be procured in the name of Transnet SOC. There must be no necessity for Transnet to license this software separately.

6.9.3.2 Transnet shall have the right to use all software at all its terminals within South Africa. This shall be a perpetual licence.

6.9.3.3 The license for any application whose function is related only to the service provider during the Maintenance, Support and Upgrades (MSU) period shall be valid to the end of MSU period only.

6.10 Warranties and Guarantees

6.10.1 The service provider will be required to provide a defined period of warranties/guarantees for all bugs and fixes required to ensure all business requirements/functionality are operational and accepted by the *Employer*.

6.10.2 The Service Provider will be required to provide defined period warranties/guarantees associated with automation hardware (IoT fuel measuring instruments, biometric devices telematics devices et.) that enable the FMS solution to function.

6.10.3 For all system automation hardware a minimum warranty period of 12 months must be complied to.

6.11 Additional Requirements

- 6.11.1 The *Service Provider* must be competent to work on the above specified fuel facilities.
- 6.11.2 The *Service Provider* must be able to, during the site surveys, installation of automation hardware, configuring the system and related software, transfer skills to TPT staff.
- 6.11.3 The *Service Provider* must be able to assist TPT in data recovery exercises and simulations when requested.
- 6.11.4 The *Service Provider* must familiarize itself with Transnet's incident and change procedures and standards, and information security policies.
- 6.11.5 The *Service Provider* must comply with Transnet's safety standards when entering the workplace.
- 6.11.6 Access to the ports will be subject to the TPT security requirements and regulations. A safety site induction will be compulsory for the service provider entering the terminal for the first time. The service provider using their own vehicle(s) to enter the terminals, should have PPE, a safety file and provide their own revolving light for their vehicles.
- 6.11.7 The appointed *Service Provider* shall supply all materials, labour, supervision, tools and equipment to install a complete and operable solution in accordance with this specification.
- 6.11.8 Terminals are operational 24 hours per day, and the service provider must allow the operation to continue without interruptions whilst undertaking such contract.
- 6.11.9 Operations are of such a nature that the service provider and employees working on site will be required to attend a Safety Induction program to ensure that everybody adheres to the prescriptions of the Occupational Health and Safety Act as well as the safety processes and procedures of the terminals.
- 6.11.10 Employees of the *Service Provider* will be expected to wear Personal Protective Equipment at all times.
- 6.11.11 All work will be executed by the service provider in collaboration with the required staff at the relevant TPT terminals and Head Office.
- 6.11.12 The *Service Provider* must comply with all of Transnet Audit Controls around Networks and Wireless communications. The ICT department will make available these standards, policies, procedures and controls on request.
- 6.11.13 The *Service provider* must clearly communicate to the Transnet Project Manager who their responsible person will be onsite and the resources that will be used by the Service Provider while on site.

7. Engineering Scope Requirements

The *Employer* requires the following Instrumentation Engineering and ICT Software Development specialist services. The expected appointments shall have the following minimum requirements:

- 7.1 The Project Manager must at least have a minimum qualification of a Btech/BEng/BSc or similar in Engineering & Built Environment with a Post Grad Diploma in Project Management or PMP Certification, with a minimum of 5 years project management experience. The Project Manager must have experience in executing 3 or more similar projects.
- 7.2 The Instrumentation Engineer must at least have a minimum qualification of a National Diploma in Electrical/Electronic Engineering and at least 5 years post ECSA registration as Pr Eng/Pr Tech Eng. The Instrumentation Engineer must have experience working with the NEC3/4 Professional Services Contract with at least 3 projects more than R5m with regards to the process control automation and instrumentation works component. The Instrumentation Engineer must have project experience with fuel facility and industrial mobile equipment instrumentation and automation. The Instrumentation Engineer must have experience in executing 3 or more similar projects. This appointment shall hold the legal responsibility for the safety and functionality of the installation.
- 7.3 The Instrumentation Technician must at least have a minimum qualification of a N6 in Instrumentation/Electrical Engineering with an instrumentation trade test, with at least 5 years' experience in industrial process control automation and instrumentation. The Instrumentation Technician must have experience in the assessment of and working on existing fuel facilities, mobile bowlers, industrial mobile equipment and self- bunded containerized tanks, in line with the requirements of the OHS Act and all incorporated standards. The Instrumentation Technician must have experience in executing 3 or more similar projects.
- 7.4 The Integration Architect must at least have a minimum qualification of a National Diploma in Computer Science/Information Technology with at least 5 years' experience in IoT device data collection, data processing, and cloud data integration. The Integration Architect must have experience with system blueprint designs, software architecture development and integrating different software platforms using APIs. The Integration Architect must have experience in executing 3 or more similar projects.
- 7.5 The Azure Cloud Architect must at least have a minimum qualification of a National Diploma in Computer Science/Information Technology with at least 5 years' experience in cloud environment development, configuration and support. The Azure Cloud Architect must also have experience with cloud data storage, data management and data analytics. The Azure Cloud Architect must have experience in executing 3 or more similar projects.
- 7.6 The Dashboard Developer must at least have a minimum qualification of a National Diploma in Computer Science/Information Technology with at least 5 years development experience in dashboard web applications/software design, development and visualization customization. The Dashboard Developer must have experience with data analytics and implementing data monitoring dashboards. The Dashboard Developer must have experience in executing 3 or more similar projects.

CUSTOM DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY TERMINALS, DURBAN TERMINALS, EASTERN CAPE TERMINALS, AND WESTERN CAPE TERMINALS

8. Legislations, Standards and Specifications

8.1 Regulations

The following legislation shall be applicable and complied with:

Table 1. List of Regulations

Item	Document Number	Description
[1]	OSH ACT 85 of 1993	South African National Occupational Health and Safety Act 85 of 1993
[2]	NEMA 107 of 1998	National Environmental Management Act 107 of 1998

8.2 Standards and Specifications

All the designs and installations must comply with the following standards and specifications:

Table 2. List of Standards and Specifications

Item	Document Number	Description
[1]	SANS 10142-1&2	Code of practice for the wiring of premises.
[2]	SANS 10400	The application of the National Building Regulations
[3]	SANS 10089-1	The petroleum industry Part 1: Storage and distribution of petroleum products in above-ground bulk installations
[4]	SANS 10089-2	The petroleum industry Part 2: Electrical and other installations in the distribution and marketing sector
[5]	SANS 1020	Power-operated dispensing devices for flammable liquid fuels
[6]	SANS 1650	Liquid fuel dispensers
[7]	SANS 10131	Above Ground storage tanks for petroleum products

CUSTOM DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY TERMINALS, DURBAN TERMINALS, EASTERN CAPE TERMINALS, AND WESTERN CAPE TERMINALS

[8]	EEAM-Q-009	Quality Management
[9]	SANS 10108	Classification of Hazardous Locations
[10]	DOC-STD-0001	Contractor Documentation Submittal Requirements
[11]	PHSS-0001_ Fuel Management System	Health and Safety Specification

The latest revision of any specification referred to in this specification, shall be applicable.

The specifications given in table 1 and 2 are to be used as a guideline and it is the responsibility of the Service Provider to ensure compliance with all applicable regulations, statutory requirements and standards and specifications.

9. TPT Provisions

The *Employer* will provide the following:

9.1 Gate access for the *Service Provider* representative during works.

9.2 Access to ablution facilities.

9.3 Available drawings.

9.4 *Employer's* specifications.

10. Security Requirements

The *Service Provider* will need to comply with the following security requirements once the SHE file has been approved:

10.1 Copy of Identification Document (SAPS Certified)

10.2 Duration of permit required

10.3 Name list of persons and list of vehicles

10.4 Copy of Safety Induction Register

10.5 Copy of Medical fitness certificates

10.6 Driver's licenses for all vehicles drivers (SAPS Certified)

10.7 Valid roadworthy certificate for all vehicles / copy of latest license renewal

10.8 Hired vehicle – Proof of lease agreement

SECTION 2

11. Management and Startup

Management meetings

- a. It is the *Employer's* 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.
- b. Depending on the size and complexities of the services, it is probably beneficial for the *Employer* to hold a weekly risk register meeting. This could be used to discuss safety, environmental, compensation events, subcontracting, overall co-ordination, and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering, and design management, may also be warranted.

Regular meetings of a general nature may be convened and chaired by the Project Manager as follows:

Title and purpose	Approximate time & interval	Attendance by:
Kick-Off Meeting	Prior to Commencement of Construction	<i>Employer, (key persons) and Project Manager (appropriate delegates)</i>
Contract Progress Meeting	Weekly	<i>Employer, Service Provider (key persons) and Project Manager (appropriate delegates)</i>
Risk Register and Compensation Events	Weekly	<i>Project Manager (and appropriate delegates), Supervisor (and appropriate delegates) and Service Provider (appropriate key persons)</i>
Monthly SHE Meeting	Monthly	<i>Employer, Project Manager (and appropriate delegates), Service Provider (line management, site Supervisors, safety officer, environmental officer and safety reps)</i>
Safety Visible Felt Leadership Walkabout	Weekly	<i>Project Manager (and appropriate delegates) and Service Provider (appropriate key persons)</i>

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Safety Workshop	Bi-weekly	<i>Service Provider's site Supervisors</i>
Safety Committee Meeting	Every second month	<i>Employer, Service Provider (key persons) and Project Manager (appropriate delegates)</i>

- c. Meetings of a specialist nature may be convened as specified elsewhere in this Scope of Services or if not so specified by persons and at times and locations to suit the Parties, the nature, and the progress of the Works. Records of these meetings are to be submitted to the *Project Manager* by the person convening the meeting within 5 working days of the meeting.
- d. All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting. Such minutes or register are not to be used for the purpose of confirming actions or instructions under the contract as these are to be done separately by the person identified in the conditions of contract to carry out such actions or instructions.
- e. The *Service Provider* attends management meetings at the *Project Manager's* request as set out in the table above. At these meetings the *Service Provider* presents all relevant data including safety, health and environmental issues, progress reports, quality plans, *Sub-Contractor* management reports, as may be required.

12. Documentation Control

- a. In undertaking the *Works* all documentation requirements for the *Works* shall be dealt with in accordance with document DOC-STD-0001 (Contractor Documentation Submittal Requirements). The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Service Provider*.
- b. The *Service Provider* Documentation Schedule (CDS) is as contemplated in DOC-STD-0001, as contained in the Appendix B.
- c. The *Service Provider* documentation "Starter kit", as contemplated in DOC-STD-0001, will be issued at the kick-off meeting following award.
- d. All contract correspondence is issued through document control. All hardcopy communication will be delivered to the *Employer* via the Lead Document Controller at the project site office document control department.
- e. Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness and currency of information. Data not meeting the Project Standards and data Quality requirements

will be cause for rejection and returned to *Service Provider* for corrective action and re-submission.

- f. Should any change be made to documentation or data, which has already been submitted to the Project, then new or revised documentation or data shall be issued to replace the out-dated information.
- g. It is the responsibility of all Project participants undertaking work on the Project to ensure they obtain and comply with the relevant requirements to suit their deliverables and Scope of Work.
- h. The *Service Provider* is to ensure that the latest version of the required application software and a suitable 'IT' Infrastructure is in place to support the electronic transmission of documentation.
- i. Electronic files submitted to the Project shall be clear of known viruses and extraneous "macros". The supplier of documentation is required to have, at all times, the latest generation of virus protection software and up-to-date virus definitions.
- j. The *Service Provider* shall be responsible for the supply of all Sub-Supplier/ *Service Provider*/ Manufacturer, etc. documentation and data related to their package of work and shall ensure that these Sub-Suppliers have the capability to supply the necessary documentation and data in the required time-frame and quality as outlined in the specified standards prior to awarding sub-orders.
- k. The required number of copies shall as a minimum be three (3) (1x original + 2 x hard copies), with the corresponding PDF and 'Native' file formats upon final submission.
- l. The *Service Provider* shall apply "wet signatures" to the original Documentation before scanning the signed original and prior to formal submission to the Project.
- m. Final issues of all documentation shall be supplied to the Project in "wet signature" format along with the associated corresponding electronic 'native files' and PDF renditions.
- n. The *Service Provider* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (*The Service Provider* shall ensure that a dedicated Document Controller is available for the Project)

13. Health, Safety & Risk Management

- a. The *Service Provider* must comply with the following health and safety specifications and standards:
 - i. Appendix D: Health and Safety Specification: PHSS-0001_ Fuel Management System
 - ii. Occupational Health and Safety Act (Act 85 of 1993) and Regulations.
 - iii. TIMS SHEQ Contractor Specification Guidelines.
 - iv. Transnet health and safety policies and procedures.
- b. The *Service Provider* ensures that its *Sub-Contractor's* comply with the above-mentioned requirements.
- c. The Employer will acknowledge the achievement of specific safety milestones set for the project with regards to incident statistics, incident recording, safety observation and conversations (SOC's) participation, safety initiatives, etc.
- d. The *Service Provider* makes the HAS specification available to its employees and *Sub-Contractors* in the language of this contract and other local languages as required.
- e. The *Service Provider* conducts a risk assessment and method statement pack prior to carrying out any activity on the Site to the approval of the *Project Manager*.
- f. The lines of communication of the various personnel acting on behalf of the *Project Manager*, who communicates directly with the *Service Provider* and his key persons with respect to the HAS specification, are contained within Appendix D (Health and Safety Specification: PHSS-0001_ Fuel Management System). One such person is the Clients appointed PrCHSA who will be responsible for obtaining the project construction work permit.
- g. The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the HAS Project specification and health and safety issues as per Appendix D (Health and Safety Specification: PHSS-0001_ Fuel Management System)
- h. All items of plant, Equipment and vehicles travelling within the Site shall be equipped with fully operational amber rotating flashing lights. All vehicles shall be roadworthy and shall at all times adhere to all traffic signage and speed limits.

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- i. All employees of the *Service Provider* will undergo entry medicals at the *Service Provider's* cost before the commencement of the project and thereafter on an annual basis inclusive of exit medicals. Medicals to include drug testing.
- j. Trainings as stipulated in the HS project specification will be conducted by relevant *Service Provider's* employees at the *Service Provider's* cost before the commencement of the project
- k. All will comply with PPE requirements as mentioned in this document as well as HS project specification taking note that only long sleeve pants and shirts are allowed to be worn on site.
- l. Transportation of employees will not be allowed at the back of bakkies.
- m. All permit costs required for any activities relating to the project shall be for the *Service Provider's* account.
- n. The *Service Provider* shall further comply with all applicable legislative requirements and standards with respect to his own activities and others on the Site. A health and safety file to be submitted by the *Service Provider* 14 working days post award of tender for approval by the *Employer* or *Employers Representative* before site access can be granted. In addition 14 working days should be allowed for health and safety file to be approved by the *Employer's* HS Staff as well as TPT SHEQ Department. The *Service Provider* must allow for this in their scheduling.
- a. During the services period, the *Service Provider* shall comply with the following:
 - b. Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 10 working days prior to the proposed commencement of the activity.
 - c. The *Service Provider* shall ensure that anyone making deliveries to Site is properly informed of all procedures and restrictions, e.g. which access roads to use, no go areas, speed limits, noise and the like, as required by the relevant project Authorisations and the CEMPr, before they arrive at Site.

14. Quality Assurance Requirements

General Requirements

- a. The *Service Provider's* Quality Management System shall conform to the International ISO 9001 Standard or an equivalent standard acceptable to the *Project Manager*.
- b. The *Service Provider* must align to the TPT ICT business continuity plan and adhere to TPT ICT Policies and Standards.
- c. Prior to the commencement of the works on Site, the *Service Provider* shall submit his quality assurance and control proposal(s) to the *Employer* for review and approval 10 working days post award of tender. Works on Site may only commence once these proposals have been approved by the *Employer*. These details shall be shown in the *Service Provider* method statement that is a bid returnable.
- d. This proposal shall detail the *Service Provider's* quality management system as it applies to all aspects of supply or service provision, including design, reports, surveys, inspections, assessments, and procurement. The *Service Provider* shall make allowance for the provision of suitably qualified quality control staff to manage and carry out inspection on all *Sub-Contractor* activities in respective activities of this Works Information.

Quality Policy

- a. The Quality Policy is a concise document, approved by the *Service Provider's* executive management that *defines* organisational goals and objectives regarding quality, a commitment to meeting stated requirements and an undertaking to drive continuous improvement throughout the organisation's activities. It must be suitable for the organisation and provide a framework for establishing, communicating, and monitoring performance against agreed quality objectives.

Project Quality Plan

- a. The *Service Provider* shall submit a Project Quality Plan (PQP) within the period stated and, in any event, no later than 10 working days after the Contract start date, which shall also contain specific proposals and details regarding quality control (QC) for the scope of the works.
- b. The PQP includes the *Service Provider's* statement that 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.

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- c. The onus rests on the *Service Provider* to produce work which will conform in quality and accuracy of detail to the requirements of the Task Orders and Specifications, and the *Service Provider* must, at his own expense, institute a quality control system and provide leadership, also be accountable for work produced by the provided technical team to always ensure adequate supervision and positive control of the works.

15. Service Provider's Management, Supervision, and Key people.

- a. The *Service Provider* provides an organogram of all his key people, as required by the Employer, and as stated in the Contract Data, and how such key people communicate with the *Project Manager* and the Supervisor and their delegates.
- b. The *Service Provider* shall be provided by the employer with Experienced and dependable resources for the full duration of the contract. A notice, for additional external specialised resourced deemed to be required by the *Service Provider* for the completion of the works, shall be submitted by the *Service Provider* to the employer at any stage of the project. A provisional allowance for such services must be indicated in the *Service Provider's* pricing data. The *Service Provider* is required to provide as much evidence as possible to unequivocally demonstrate that the external required resource/s completely satisfy these requirements.

16. Contract Change Management.

- a. For ease of communication standard templates shall be used for contract change management. The *Service Provider* forwards all correspondence with respect to contract change management, i.e. Early Warnings and notifications of Compensation Events, on the standard templates provided.

17. Records of Defined Cost, payments & assessments of compensation events kept by Service Provider.

- a. The *Service Provider* keeps the following records available for the *Project Manager* to inspect:
 - i. Records of design employees location of work or professional engineers engaged by the *Service Provider*
 - ii. Records of people and Equipment within the working areas
 - iii. Records of Equipment used and people employed outside the Working Areas
 - iv. Records of quotations, invoices and pay slips.

18. Plant and Materials

- a. The *Service Provider* provides modern and calibrated instruments for the execution of the works.

CUSTOM DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS “TPT”), AT THE RICHARD'S BAY TERMINALS, DURBAN TERMINALS, EASTERN CAPE TERMINALS, AND WESTERN CAPE TERMINALS

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- b. The details of the *Service Provider's* instruments and cleaning agent shall be submitted as an attachment of the method statement during tender.

19. Appendices

List of Appendices:

- | | | |
|------------|---|---|
| Appendix A | : | TPT Fuel Facilities Upgrades & Refurbishments Scope of Work |
| Appendix B | : | Contractor Documentation Submittal Requirements: DOC-STD-0001 |
| Appendix C | : | General Quality Requirements for Service Provider and Suppliers
QAL-STD-0001 |
| Appendix D | : | Health and Safety Specification: PHSS-0001_ Fuel Management System |

Transnet Port Terminals:

Tender Number: iCLM HQ 926/TPT

Description of the Works: CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS



Annexure B- Mandatory Eligibility

Mandatory Returnable

T2.2.01 Eligibility (Professional Registration)

Professional Registration

The tenderer must be able to demonstrate that the project personnel have current professional registration. The professional registration for engineers/technologists must be registered with the Engineering Council of South Africa (ECSA). The tenderer to submit the following professional registration with the tender:

Profession	Name and Surname	Professional Registration	Certification Attached (Yes/No)	Registration Number
Instrumentation Engineer/Technologist		ECSCA – Electrical or Electronic Pr Eng / Pr Tech Eng		

Reference to attached submissions to this schedule:

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

Signed

Date

Name

Position

Tenderer

Annexure C- Evaluation Schedule - CV's of Key Persons

The tenderer 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 assigned *key persons* in relation to the scope of work will be evaluated from three different points of view below:
 - i. General experience post registration.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of services. Proof of education and training must be attached to the C.V.
 - iii. The key staff personnel knowledge of issues which the tenderer considers pertinent to the project e.g. local conditions, affected communities, legislation, techniques etc. Bidders to show clearly the previous similar work undertaken by the key personnel.
2. Comprehensive CV's should be attached to this schedule:
As a minimum each CV should address the following, but not limited to;
 - i. Personal particulars
 - Name
 - Date and place of birth
 - Place (s) of tertiary education and dates associated therewith
 - Professional awards
 - ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations). Proof of professional registration and qualifications must be attached and certified by a Commissioner of Oaths.
 - iii. Skills including short courses certificates and all proof of relevant training.
 - iv. Name of current employer and position in enterprise
 - v. Overview of postgraduate / diploma experience (year, organization and position)
 - vi. Outline of recent assignments / experience that has a bearing on the scope of work

The following table is to be populated by the tenderer identifying the resources for the key roles on the project.

Profession	Name and Surname	Professional Registration	CV attached (Yes/No)
Project Manager		N/A	
Instrumentation Engineer/ Project Manager		ECSA - Pr Eng/Pr Tech Eng	
Instrumentation Technician		N/A	
Integration Architect		N/A	
Azure Cloud Architect		N/A	
Dashboard Developer		N/A	

3. CV's for people proposed for all identified posts including:

Key Persons:

3.1 Project Manager x 1

The Project Manager must at least have a minimum qualification of a Btech/BEng/BSc or similar in Engineering & Built Environment with a Post Grad Diploma in Project Management or PMP Certification, with a minimum of 5 years project management experience. The Project Manager must have experience in executing 3 or more similar projects.

3.2 Instrumentation Engineer x 1

The Instrumentation Engineer must at least have a minimum qualification of a National Diploma in Electrical/Electronic Engineering and at least 5 years post ECSA registration as Pr Eng/Pr Tech Eng. The Instrumentation Engineer must have experience working with the NEC3/4 Professional Services Contract with at least 3 projects more than R5m with regards to the process control automation and instrumentation works component. The Instrumentation Engineer must have project experience with fuel facility and industrial mobile equipment instrumentation and automation. The Instrumentation Engineer must have experience in executing 3 or more similar projects. This appointment shall hold the legal responsibility for the safety and functionality of the installation.

3.3 Instrumentation Technician x 1

The Instrumentation Technician must at least have a minimum qualification of a N6 in Instrumentation/Electrical Engineering with an instrumentation trade test, with at least 5 years' experience in industrial process control automation and instrumentation. The Instrumentation Technician must have experience in the assessment of and working on existing fuel facilities, mobile bowlers, industrial mobile equipment and self- bunded containerized tanks, in line with the requirements of the OHS Act and all incorporated standards. The Instrumentation Technician must have experience in executing 3 or more similar projects.

3.4 Integration Architect x 1

The Integration Architect must at least have a minimum qualification of a National Diploma in Computer Science/Information Technology with at least 5 years development experience in IoT device data collection, data processing, and cloud data integration. The Integration Architect must have experience with integrating different software platforms using APIs. The Integration Architect must have experience in executing 3 or more similar projects.

3.5 Azure Cloud Architect x 1

The Azure Cloud Architect must at least have a minimum qualification of a National Diploma in Computer Science/Information Technology with at least 5 years' experience in cloud environment development, configuration and support. The Cloud Architect must also have experience with cloud data storage, data management and data analytics. The Azure Cloud Architect have experience in executing 3 or more similar projects.

3.6 Dashboard Developer x 1

The Dashboard Developer must at least have a minimum qualification of a National Diploma in Computer Science/Information Technology with at least 5 years development experience in dashboard web applications/software design, development and visualization customization. The Dashboard Developer must have experience with data analytics and implementing data monitoring dashboards. The Dashboard Developer must have experience in executing 3 or more similar projects.

- 4 Details of experience for proposed staff working in similar projects in terms of nature, complexity, and value.
- 5 An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.
- 6 Details of experience for proposed staff in respect to NEC3/4 Professional Services Contract Option chosen for this contract. If staff experience is limited, an indication of relevant training that they have attended would be helpful.

Attached submissions to this schedule:

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Transnet Port Terminals:

Tender Number: iCLM HQ 926/TPT

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

Total Weighting = 35 points			
Sub-Criteria Weighting = 7 points			
3.1)	Work experience in years for the following key persons: <ul style="list-style-type: none"> Project Manager 	Education and training for the following key persons: <ul style="list-style-type: none"> Project Manager 	Knowledge, skills and experience pertinent to the project i.e. in providing a fully automated fuel management system with customized cloud-based dashboards to measure, monitor and manage fuel transactions at fuel facilities and fuel consumption of industrial mobile equipment: <ul style="list-style-type: none"> Project Manager
	2	2	3
Scoring			
(0 points)	The Tenderer has submitted no information or inadequate information to determine a score.		
(75 points)	Key persons: ($\geq 5 < 7$ years)	Key staff has the minimum education and training required i.e. Btech/BEng/BSc in Engineering & Built Environment with a Post Grad Diploma in project management certificate or PMP certification	Key staff has the minimum knowledge, skills & experience pertinent to the <i>Employer's</i> project. Key staff have completed 3 similar projects
(100 points)	Key persons: (≥ 7 years)	Key staff has the minimum education and training required i.e. Btech/BEng/BSc in Engineering & Built Environment with a Post Grad Diploma in project management certificate and PMP certification	Key staff has substantial knowledge, skills and experience pertinent to the <i>Employer's</i> project. Key staff have completed more than 3 similar projects

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Sub-Criteria Weighting = 7 points			
3.2)	Post registration work experience in years for the following key persons: <ul style="list-style-type: none"> Instrumentation Engineer 	Education and training for the following key persons: <ul style="list-style-type: none"> Instrumentation Engineer 	Knowledge, skills and experience pertinent to the project i.e. in providing a fully automated fuel management system with customized cloud-based dashboards to measure, monitor and manage fuel transactions at fuel facilities and fuel consumption of industrial mobile equipment: <ul style="list-style-type: none"> Instrumentation Engineer
	2	2	3
Scoring			
(0 points)	The Tenderer has submitted no information or inadequate information to determine a score.		
(20 points)	Key persons: ≤ 2 years	Key staff does not have project specific education and training required i.e. N6 or Trade certificates.	Key staff has no experience pertinent to the project. Key staff have completed 0 similar projects
(40 points)	Key persons: ($> 2 < 3$ years)	Key staff has limited education and training required i.e. N6 with Trade certificates.	Key staff has limited knowledge, skills and experience pertinent to the project. Key staff have completed 1 similar project
(60 points)	Key persons: ($\geq 3 \leq 5$ years)	Key staff has reasonable education and training required i.e. Btech/National Diploma with PrEng/PrTech, with trade certificates.	Key staff has reasonable knowledge, skills and experience pertinent to the project. Key staff have completed 2 similar projects
(80 points)	Key persons: ($> 5 \leq 7$ years)	Key staff has extensive education and training required i.e. BSc/BEng with PrEng	Key staff has extensive knowledge, skills and experience pertinent to the project. Key staff have completed 3 similar projects
(100 points)	Key persons: > 7 years	Key staff has outstanding education and training required i.e. Master's degree or acquired extended NQF certificates and trade certificates.	Key staff has outstanding knowledge, skills and experience pertinent to the project. Key staff have completed 4 or more similar projects

Sub-Criteria Weighting = 6 points			
3.3)	Work experience in years for the following key persons: <ul style="list-style-type: none"> Instrumentation Technician 	Education and training for the following key persons: <ul style="list-style-type: none"> Instrumentation Technician 	Knowledge, skills and experience pertinent to the project i.e. in providing a fully automated fuel management system with customized cloud-based dashboards to measure, monitor and manage fuel transactions at fuel facilities and fuel consumption of industrial mobile equipment: <ul style="list-style-type: none"> Instrumentation Technician
	1.5	1.5	2
Scoring			
(0 points)	The Tenderer has submitted no information or inadequate information to determine a score.		
(20 points)	Key persons: ≤ 2 years	Key staff does not have project specific education and training required i.e. N6 or Trade certificates.	Key staff has no experience pertinent to the project. Key staff have completed 0 similar projects
(40 points)	Key persons: ($> 2 < 3$ years)	Key staff has limited education and training required i.e. N6 with Trade certificates.	Key staff has limited knowledge, skills and experience pertinent to the project. Key staff have completed 1 similar projects
(60 points)	Key persons: ($\geq 3 \leq 5$ years)	Key staff has reasonable education and training required i.e. B Tech/National Diploma with PrEng/PrTech, with trade certificates.	Key staff has reasonable knowledge, skills and experience pertinent to the project. Key staff have completed 2 similar projects
(80 points)	Key persons: ($> 5 \leq 7$ years)	Key staff has extensive education and training required i.e. BSc/BEng with PrEng	Key staff has extensive knowledge, skills and experience pertinent to the project. Key staff have completed 3 similar projects
(100 points)	Key persons: > 7 years	Key staff has outstanding education and training required i.e. Master's degree or acquired extended NQF certificates and trade certificates.	Key staff has outstanding knowledge, skills and experience pertinent to the project. Key staff have completed 4 or more similar projects

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Sub-Criteria Weighting = 5 points			
3.4)	Work experience in years for the following key persons: <ul style="list-style-type: none"> Integration Architect 	Education and training for the following key persons: <ul style="list-style-type: none"> Integration Architect 	Knowledge, skills and experience pertinent to the project i.e. in providing a fully automated fuel management system with customized cloud-based dashboards to measure, monitor and manage fuel transactions at fuel facilities and fuel consumption of industrial mobile equipment: <ul style="list-style-type: none"> Integration Architect
	1.5	1.5	2
Scoring			
(0 points)	The Tenderer has submitted no information or inadequate information to determine a score.		
(75 points)	Key persons: ($\geq 5 < 7$ years)	Key staff has the minimum education and training required i.e. National Diploma in Computer Science/Information Technology.	Key staff has the minimum knowledge, skills & experience pertinent to the <i>Employer's</i> project. Key staff have completed 3 similar projects
(100 points)	Key persons: (≥ 7 years)	Key staff has the outstanding education and training required i.e. Bachelor's Degree in Computer Science/Information Technology.	Key staff has substantial knowledge, skills and experience pertinent to the <i>Employer's</i> project. Key staff have completed more than 3 similar projects
Sub-Criteria Weighting = 5 points			
3.5)	Work experience in years for the following key persons: <ul style="list-style-type: none"> Azure Cloud Architect 	Education and training for the following key persons: <ul style="list-style-type: none"> Azure Cloud Architect 	Knowledge, skills and experience pertinent to the project i.e. in providing a fully automated fuel management system with customized cloud-based dashboards to measure, monitor and manage fuel transactions at fuel facilities and fuel consumption of industrial mobile equipment: <ul style="list-style-type: none"> Azure Cloud Architect
	1.5	1.5	2
Scoring			
(0 points)	The Tenderer has submitted no information or inadequate information to determine a score.		
(75 points)	Key persons: ($\geq 5 < 7$ years)	Key staff has the minimum education and training required i.e. National Diploma in Computer Science/Information Technology.	Key staff has the minimum knowledge, skills & experience pertinent to the <i>Employer's</i> project. Key staff have completed 3 similar projects
(100 points)	Key persons: (≥ 7 years)	Key staff has the outstanding education and training required i.e. Bachelor's Degree in Computer Science/Information Technology.	Key staff has substantial knowledge, skills and experience pertinent to the <i>Employer's</i> project. Key staff have completed more than 3 similar projects
Sub-Criteria Weighting = 5 points			

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3.6)	Work experience in years for the following key persons: <ul style="list-style-type: none"> Dashboard Developer 	Education and training for the following key persons: <ul style="list-style-type: none"> Dashboard Developer 	Knowledge, skills and experience pertinent to the project i.e. in providing a fully automated fuel management system with customized cloud-based dashboards to measure, monitor and manage fuel transactions at fuel facilities and fuel consumption of industrial mobile equipment: <ul style="list-style-type: none"> Dashboard Developer
	1.5	1.5	2
Scoring			
(0 points)	The Tenderer has submitted no information or inadequate information to determine a score.		
(75 points)	Key persons: ($\geq 5 < 7$ years)	Key staff has the minimum education and training required i.e. National Diploma in Computer Science/Information Technology.	Key staff has the minimum knowledge, skills & experience pertinent to the <i>Employer's</i> project. Key staff have completed 3 similar projects
(100 points)	Key persons: (≥ 7 years)	Key staff has the outstanding education and training required i.e. Bachelor's Degree in Computer Science/Information Technology.	Key staff has substantial knowledge, skills and experience pertinent to the <i>Employer's</i> project. Key staff have completed more than 3 similar projects

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

Signed

Date

Name

Position

Tenderer

Annexure D- Evaluation Schedule - Previous Experience

Note to Tenderers:

Tenderers are required to demonstrate their company's past experience within the last 10 years in delivering similar services to various logistics/trucking/mining companies with mobile equipment greater than 150 ("of a minimum value of R5m per project"), rendering services to companies with multiple sites and providing a cloud-based solution using mobile connectivity in relation to the Employer's scope of services. Tenderers must submit a detailed reference list with contact details of existing customers, detailing the services/works conducted for the customer and provide completion or handover certificates.

Please provide your previous experience showing the following sections:

1. Design, supply and installation of IoT-based automation hardware for fixed bulk storage fuel tanks, fuel dispenser pumps, mobile bowsers, self-bunded containerized tanks and fuel consuming mobile equipment
2. Design and development of fuel management dashboards integrated with other business systems and IoT-based fuel management automation hardware

Note: Tenderers to attach a profile of the work previously undertaken.

Fill in as many line items as needed for the similar previous services/projects undertaken, starting from the most recently completed:

Client	Client contact details	Project Description	Year of project completion	Contract Value	Subcontractors

Index of documentation attached to this schedule:

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The scoring of the Previous Experience will be as follows and the tenderers shall demonstrate their experience in the following areas:

Total Weighting = 30 points	
Sub-Criteria Weighting = 15 points	
1. Proof of experience demonstrating the design, supply and installation of IoT-based automation hardware for fixed bulk storage fuel tanks, fuel dispenser pumps, mobile bowzers, self-bunded containerized tanks and fuel consuming mobile equipment	
Scoring	
(0 points)	The tenderer has submitted no information or inadequate information to determine a score
(20 points)	The tenderer completed 1 similar service/project
(40 points)	The tenderer completed 2 similar services/projects
(60 points)	The tenderer completed 3 similar services/projects
(80 points)	The tenderer completed 4 similar services/projects
(100 points)	The tenderer completed 5 and more similar services/projects

Sub-Criteria Weighting = 15 points	
2. Proof of experience demonstrating the design and development of fuel management dashboards integrated with other business systems and IoT-based fuel management automation hardware	
Scoring	
(0 points)	The tenderer has submitted no information or inadequate information to determine a score
(20 points)	The tenderer completed 1 similar service/project
(40 points)	The tenderer completed 2 similar services/projects
(60 points)	The tenderer completed 3 similar services/projects
(80 points)	The tenderer completed 4 similar services/projects
(100 points)	The tenderer completed 5 and more similar services/projects

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

Signed

Date

Name

Position

Tenderer

Annexure E: Evaluation Schedule – Method Statement

Method statement or approach paper which responds to the scope of services and outlines proposed approach / methodology including that relating but not limited to programme, technical approach, SHEQ, software blueprints, solution architectures, SHEQ and an understanding of the project objectives.

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project which should include a level 3 project schedule which shall be attached to this returnable. Tenderers to also exhibit a clear understanding of the scope of services and show a concise method statement for all activities incorporating best practices.

The tenderer must as such explain his / her understanding of the objectives of the works and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach and methodology they would adopt to address them. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures, and associated resources, to meet the requirements and indicate how risks will be managed. Consideration should be made to design objectives with respect to the legislations and compliance standards.

The detailed method statement should cover:

1. Technical Approach (20 points)

*Where, as a minimum, but not limited to the following technical scope of services requirements:
(the service provider must refer to the technical scope of services for a full description of the works)*

1.1 Design and installation of IoT-based automation hardware for fixed bulk storage fuel tanks, fuel dispenser pumps, mobile bowsers, self-bunded containerized tanks and fuel consuming mobile equipment covering the measurement of:

- 1.1.1 Flow
- 1.1.2 Level
- 1.1.3 Temperature
- 1.1.4 Volume
- 1.1.5 Pressure
- 1.1.6 Water Content
- 1.1.7 Access Control & Personnel Authentication
- 1.1.8 Equipment Authorization & Authentication
- 1.1.9 Equipment Odometer/Hour Meter Reading

1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS

- 1.2.1 System Design Blueprint
- 1.2.2 Solution Architecture
- 1.2.3 Data Network Connectivity and Communication
- 1.2.4 Data Integration
- 1.2.5 Cloud Hosting
- 1.2.6 Data Storage (Microsoft Azure)
- 1.2.7 Dashboard Design

- 2.1 Implementation Plan
- 2.2 Programme & Roll Out Plan (Multi-Site Deployment)
- 2.3 Quality Management
- 2.4 Safety, Health and Environment Management
- 2.5 Change Management Plan
- 2.6 User Training & Onboarding Plan
- 2.7 Skills Transfer Plan
- 2.8 Maintenance & Support (Full System)

[illegible]



Transnet Port Terminals:

Tender Number: iCLM HQ 926/TPT

Description of the Works: CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS

The scoring of the method statement/approach paper will be as follows:

Total Weighting = 35 points	
1. Technical Approach	
Sub-Criteria Weighting = 10 points	
<u>The technical approach of the method statement has covered the following engineering scope requirements:</u>	
1.1 Design, supply and installation of IoT-based automation hardware for fixed bulk storage fuel tanks, fuel dispenser pumps, mobile bowzers, self-bunded containerized tanks and fuel consuming mobile equipment covering the measurement of flow, level, temperature, volume, pressure, water content, access control & personnel authentication, equipment authorization & authentication, equipment odometer/hour meter reading	
Scoring	
(0 points)	The tenderer has submitted no information or inadequate information to determine a score.
(75 points)	The method statement is acceptable and addressed all 9 scope requirements
(100 points)	The method statement is outstanding and exceeded the 9 scope requirements
Sub-Criteria Weighting = 10 points	
<u>The technical approach of the method statement has covered the following ICT scope requirements:</u>	
1.2 Design and development of a fuel management system solution integrated with other business systems, IoT-based fuel management automation hardware and dashboard	
(0 points)	The tenderer has submitted no information or inadequate information to determine a score.
(75 points)	The method statement is acceptable and addressed all 7 scope requirements
(100 points)	The method statement is outstanding and exceeded the 7 scope requirements

2. Implementation Approach	
Sub-Criteria Weighting = 15 points	
<u>The implementation approach of the method statement has covered the following scope requirements:</u> Implementation plan, programme & roll out plan (multi-site deployment), quality management, safety, health and environment management, change management plan, user training & onboarding plan, skills transfer plan, maintenance & support (full system)	
Scoring	
(0 points)	The tenderer has submitted no information or inadequate information to determine a score.
(75 points)	The method statement is acceptable and addressed all 8 scope requirements
(100 points)	The method statement is outstanding and exceeded the 8 scope requirements

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

Signed

Date

Name

Position

Tenderer

Annexure F- Evaluation Schedule – Presentations & Live Demo

The presentations and live demo which respond to the scope of services and outline the requirements for Tenderers to demonstrate the design and implementation of the fuel management systems. The presentations or live demo is aimed at testing the ability of the deemed bidders to produce the required solution as per the requirements of the SoW. This stage of the evaluation will follow a desktop evaluation and shall be subjected to bidders that will obtain the minimum threshold in the desktop evaluation. Tenderers are to demonstrate a clear understanding of the scope of services and show a concise approach and execution for all project activities incorporating best practices.

The real-life demonstrations should cover the following:

1. Case Study Presentation of High-Level Approach: In the form of a block diagrams (10 points)

Tenderers are required to demonstrate the approach taken from award to hand over, for a real life case study/implementation similar to the technical scope of services.

2. Case Study Presentation of Design Proposal (35 points)

Tenderers are required to demonstrate the design proposal for a similar real-life case study/implementation with the following design components:

2.1 Automation Hardware Design,

All field instruments, wiring, servers, all communications requirements, etc. via loop diagrams for components & automation architecture - demonstrating fuel measuring instruments, biometric access control, RFID vehicle & equipment authentication, telematics devices

2.2 Data Acquisition Design & Setup - data network connectivity & communication architecture,

2.3 Dashboard Software Architecture & System Design Blueprint,

2.4 Cloud Environment & Data Integration Architecture,

2.5 System Integration Architecture,

2.6 Integration Architecture to ERP Platform (i.e. SAP) – APIs,

2.7 Implementation Plan,

2.8 Roll Out Plan (Multi-site deployment),

2.9 Training & Change Management Plan

3. Case Study Presentation of Dashboard Functionalities & Capabilities, including Live Demo (35 points)

Tenderers are required to demonstrate a real-life case study/implementation similar to the technical scope of services, with the following dashboard core functionalities & capabilities:

- 3.1 Real-time cloud-based fuel transaction (receiving & dispensing) data collecting, visualization, tracking, monitoring, reporting, analytics,
- 3.2 Reconciliation of fuel transactions,
- 3.3 Scalability, flexibility,
- 3.4 Multi-user capability,
- 3.5 User-authentication,
- 3.6 Customizable alerts & alarm notifications,
- 3.7 Customizable reports,
- 3.8 Fuel usage insights,
- 3.9 Tank level monitoring & management,
- 3.10 Multi-site visualization, monitoring & reporting,
- 3.11 Centralized visualization, monitoring & reporting

Note: Live demo of the presented real-life dashboard is required.

4. Case Study Presentation of Company Organogram & Full System Maintenance & Support (20 points)

Tenderers are required to present their company organogram & demonstrate the following maintenance & support components for a real-life case study/implementation similar to the technical scope of services:

- 4.1 Company Organogram,
- 4.2 Specific Services Delivered for Full System Maintenance & Support: Automation Hardware & Dashboard,
 - 4.2.1 recovery time
 - 4.2.2 response time
 - 4.2.3 24/7 technical support
 - 4.2.4 automation hardware replacements, repairs, re-calibrations and re-configurations,
 - 4.2.5 cloud environment maintenance
 - data storage, data back-up recovery, data handling, data security)
- 4.3 Warranties & Guarantees for Automation Hardware & Full system Installation
- 4.4 Software Licensing
- 4.5 Skills Transfer Plan

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The scoring of the presentations & demonstrations will be as follows:

1. Case Study Presentation of High-Level Approach: In the form of a block diagrams	
Total Weighting = 10 points	
Scoring Principal	
(0 points)	The presentation addressed 0% of the demonstration requirements
(20 points)	The presentation is not acceptable & only addressed 20% of the demonstration requirements
(40 points)	The presentation is poor, & only addressed 40% of the scope demonstration requirements
(60 points)	The presentation is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements
(80 points)	The presentation is satisfactory, only addressed 80% - 100% of the scope demonstration requirements, & fully addressed specified scope objectives & requirements
(100 points)	The presentation is exceptional, addressed more than 100% of the scope demonstration requirements, & exceeded all specified scope objectives & requirements

2. Case Study Presentation of Design Proposal

Total Weighting = 35 points

Scoring Principal

(0 points)	The presentation addressed 0% of the demonstration requirements (i.e. 0 requirements covered)
(20 points)	The presentation is not acceptable & only addressed 20% of the demonstration requirements (i.e. ≤ 2 requirements covered)
(40 points)	The presentation is poor, & only addressed 40% of the scope demonstration requirements (i.e. $2 > \text{requirements covered} \leq 4$)
(60 points)	The presentation is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements (i.e. $4 > \text{requirements covered} \leq 6$)
(80 points)	The presentation is satisfactory, only addressed 80% - 100% of the scope demonstration requirements, & fully addressed specified scope objectives & requirements (i.e. $6 > \text{requirements covered} \leq 9$)
(100 points)	The presentation is exceptional, addressed more than 100% of the scope demonstration requirements, & exceeded all specified scope objectives & requirements (i.e. $9 > \text{requirements covered}$)

3. Case Study Presentation of Dashboard Functionalities & Capabilities

Total Weighting = 35 points

Scoring Principal

(0 points)	The presentation addressed 0% of the demonstration requirements (i.e. 0 requirements covered)
(20 points)	The presentation is not acceptable & only addressed 20% of the demonstration requirements (i.e. <=3 requirements covered)
(40 points)	The presentation is poor, & only addressed 40% of the scope demonstration requirements (i.e. 4 => requirements covered <= 6)
(60 points)	The presentation is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements (i.e. 7 => requirements covered <= 9)
(80 points)	The presentation is satisfactory, only addressed 80% - 100% of the scope demonstration requirements, & fully addressed specified scope objectives & requirements (i.e. 9 > requirements covered <= 11)
(100 points)	The presentation is exceptional, addressed more than 100% of the scope demonstration requirements, & exceeded all specified scope objectives & requirements (i.e. 11 > requirements covered)

4. Case Study Presentation of Organogram & Full System Maintenance & Support

Total Weighting = 20

Scoring Principal

(0 points)	The presentation addressed 0% of the demonstration requirements
(20 points)	The presentation is not acceptable & only addressed 20% of the demonstration requirements (i.e. 1 requirement covered)
(40 points)	The presentation is poor, & only addressed 40% of the scope demonstration requirements (i.e. 2 requirements covered)
(60 points)	The presentation is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements (i.e. 3 requirements covered)
(80 points)	The presentation is satisfactory, only addressed 80% - 100% of the scope demonstration requirements, & fully addressed specified scope objectives & requirements (i.e. 4 or 5 requirements covered)
(100 points)	The presentation is exceptional, addressed more than 100% of the scope demonstration requirements, & exceeded all specified scope objectives & requirements (i.e. 5 > requirements covered)

Transnet Port Terminals

Tender Number: iCLM HQ 926/TPT

Description of the Works: CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS

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

Signed

Date

Name

Position

Tenderer

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

FOR THE CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS FOR A PERIOD OF 60 MONTHS.

Agreement Number	iCLM HQ 926/TPT
Commencement Date	09 June 2025
Expiry Date	31 March 2030

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Agreement between Transnet and
FOR THE CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL
MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT
TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN
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SCHEDULE 1 – WORK ORDER / SCHEDULE OF REQUIREMENTS

1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is Transnet Port
Terminals, 202 Anton Lembede street, Durban, Republic of South Africa [**Transnet**]

and

..... [Registration Number] whose registered address is
..... [**the Service Provider**].

NOW THEREFORE, IT IS AGREED:

- 1.1 Transnet hereby appoints the Service Provider to provide, and Transnet undertakes to accept the supply of provision of Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements / Work Orders issued as a schedule to this Agreement; and
- 1.2 the Service Provider hereby undertakes to provide the Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement.

2 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by the Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the provision of Services and provision of ancillary Services by the Service Provider to Transnet;
- 2.3 **Assignment** refers to the transfer of rights and obligations in a contract from an assigner to an assignee.
- 2.4 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- 2.5 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.6 **Cession** refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party.

- 2.7 **Commencement Date** means **09 June 2025** notwithstanding the signature date of this Agreement;
- 2.8 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:
- a) information relating to methods of operation, data and plans of the disclosing Party;
 - b) the contents of this Agreement;
 - c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
 - e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
 - f) information relating to the past, present and future research and development of the disclosing Party;
 - g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
 - h) information contained in the software and associated material and documentation belonging to the disclosing Party;
 - i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
 - j) Copyright works;
 - k) commercial, financial and marketing information;
 - l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
 - m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
 - n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
 - o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;
- 2.9 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical

works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;

- 2.10 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;
- 2.11 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.12 **Expiry Date** means **31 March 2030**;
- 2.13 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.14 **ICC Incoterms** means the the latest version of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [**Transnet**] and the seller [**the Supplier**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;
- 2.15 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.16 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.17 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.18 **Party** means either one of these Parties;
- 2.19 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.20 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.21 **Price(s)** means the agreed Price(s) for the Goods/Services to be purchased from the Supplier/Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in

accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;

- 2.22 **Purchase Order(s)** means official orders issued by an operating division of Transnet to the Supplier/Service Provider for the supply of Goods or Services;
- 2.23 **Service(s)** means for the Custom Design, Supply, Installation, Configuration, Testing and Commissioning of a Fuel Management System for Transnet SOC Limited (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals (Hereinafter Referred To As "TPT"), at the Richard's Bay, Durban, Eastern Cape and Western Cape Terminals for a period of Sixty (60) months, the Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of this Agreement;
- 2.24 **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Services to be provided by the Service Provider;
- 2.25 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of this Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;
- 2.26 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.27 **Schedule of Requirements** means Schedule 1 hereto;
- 2.28 **Subcontract** means any contract or agreement or proposed contract or agreement between the Supplier/Service Provider and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.29 **Subcontractor** means the third party with whom the Supplier/Service Provider enters into a Subcontract;
- 2.30 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.31 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.32 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.33 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.
- 2.34 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including **timeframes**, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to this Agreement from time to time.

3 INTERPRETATION

- 3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "*Definitions*" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.
- 3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

- 4.1 This Agreement is an agreement under the terms and conditions of which the Supplier/Service Provider will arrange for the supply/provision to Transnet of the Goods/Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by the Supplier/Service Provider in accordance with this Agreement.
- 4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.
- 4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.
- 4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Work Orders in accordance with procedures set out in clause 382 [*Amendment and Change Control*]. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Schedule of Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.
- 4.6 Time will be of the essence and the Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that the Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

- 5.1 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to:
- a) enter into an agreement in the name of the other; or
 - b) give any warranty, representation or undertaking on the other's behalf; or
 - c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 DURATION/TERM AND CANCELLATION

- 6.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is **09 June 2025** and the duration shall be for a 60 months period, expiring on **31 March 2030**, unless:
- a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
 - b) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
- 6.2 Notwithstanding clause 259 [*Breach and Termination*], either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

- 7.1 Where Transnet determines appropriate, within 2 weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.
- 7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

- 8.1 Transnet undertakes to promptly comply with any reasonable request by the Supplier/Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Goods/Services as may be necessary for the Supplier/Service Provider to provide the Goods/Services, but for no other purpose. However, Transnet's compliance with any request for

information is subject to any internal security rules and requirements and subject to the observance by the Service Provider of its confidentiality obligations under this Agreement.

8.2 The Service Provider shall give Transnet reasonable notice of any information it requires.

8.3 Transnet agrees to provide the Service Provider or its Personnel such access to and use of its facilities as is necessary to allow the Service Provider to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF THE SUPPLIER/SERVICE PROVIDER

9.1 The Service Provider shall:

- a) respond promptly to all complaints and enquiries from Transnet;
- b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
- c) conduct its business in a professional manner which will reflect positively upon the Service Provider and the Service Provider's products/services;
- d) keep full records clearly indicating all transactions concluded by the Service Provider relating to the delivery of the Goods/Services and keep such records for at least 5 [five] years from the date of each such transaction;
- e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Goods/Services and ancillary Services and the conduct of the business and activities of the Service Provider;
- f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
- g) observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid 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 the procurement event leading to this Agreement and this Agreement itself;
- h) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Goods/Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and
- i) ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should the Supplier/Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against the Supplier/Service Provider.

9.2 The Supplier/Service Provider acknowledges and agrees that it shall at all times:

- a) render the supply of the Goods/Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet regarding the supply and performance of the Goods/Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- g) treat all enquiries from Transnet in connection with the supply of the Goods/Services and/or ancillary Services with courtesy and respond to all enquiries promptly and efficiently. Where the Supplier/Service Provider is unable to comply with the provisions of this clause, the Supplier/Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;
- h) when requested by Transnet, provide clear and accurate information regarding the Supplier's/Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Goods/Services or ancillary Services to Transnet;
- n) ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. The Supplier/Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;

- o) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
 - p) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.
- 9.3 In compliance with the National Railway Safety Regulator Act, 16 of 2002, as may be amended from time to time, the Supplier shall ensure that the Goods/Services and ancillary Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the Specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Supplier, as applicable, shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

10 SERVICE PROVIDER'S PERSONNEL

- 10.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 10.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 10.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.
- 10.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.
- 10.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent

for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

11 SUBCONTRACTING

- 11.1 The Supplier/Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet.
- 11.2 If the Supplier/Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise the Supplier/Service Provider up to 10% of the value of the contract.
- 11.3 Where the Supplier/Service Provider seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in the Supplier/Service Provider's tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between the Supplier/Service Provider (main contractor) and the subcontractor.
- 11.4 Should Transnet approve the Supplier's/Service Provider's subcontracting arrangement, the Supplier/Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.
- 11.5 The Supplier/Service Provider may not subcontract in such a manner that the the overall value of the contract is reduced to below the stipulated minimum threshold.
- 11.6 The Supplier/Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the Supplier/Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

12 PAYMENT TO SUB-CONTRACTORS

- 12.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of the Supplier/Service Provider, subject to the following conditions:
 - a) Receipt of an undisputed invoice from the sub-contractor; and
 - b) Receipt of written confirmation from the Supplier/Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of the Supplier/Service Provider, against the required standards.
- 12.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on the Supplier/Service provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 12.3 The Supplier/Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.

- 12.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of the Supplier/Service Provider, whatsoever.

13 PENALTIES

13.1 Penalties for Non-compliance to Service Level Agreement

Where the Service Provider fails to deliver the Goods/Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed at 1.5 % of the purchase order per day

14 FEES AND EXPENSES RELATING TO SERVICES

- 14.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.
- 14.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].
- 14.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
- a) are agreed by Transnet in advance;
 - b) are incurred in accordance with Transnet's standard travel and expenses policies;
 - c) are passed on to Transnet at cost with no administration fee; and
 - d) will only be reimbursed if supported by relevant receipts.
- 14.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

15 INVOICES AND PAYMENT

- 15.1 Transnet shall pay the Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.
- 15.2 Transnet shall pay such amounts to the Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of the Tax Invoices which are valid and undisputed become due and payable to the Supplier/Service Provider for the delivery of the Goods/Services ordered, in terms of clause 15.5 below.
- 15.3 Transnet may, pending an investigation, withhold any payments to the Supplier/Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that the Supplier/Service Provider is involved or was aware that the contract transgressed any legislation.
- 15.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.

- 15.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Supplier's/Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 15.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, the Supplier/Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.
- 15.7 The Supplier/Service Provider shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to the foregoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

16 PRICE ADJUSTMENTS

- 16.1 Prices for Goods/Services supplied in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements/Works Order annexed hereto.
- 16.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the Goods/Services.
- 16.3 Pursuant to clause 16.2 above, the Supplier/Service Provider shall keep full and accurate records of all costs associated with the supply of the Goods/Services to Transnet, in a form to be approved in writing by Transnet. The Supplier/Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.
- 16.4 Should Transnet and the Supplier/Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 39 of the Master Agreement [Dispute Resolution].
- 16.5 If during the period of this Agreement Transnet can purchase similar Goods/Services of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the total delivered cost of the Goods/Services purchased hereunder from the Supplier/Service Provider, Transnet may notify the Supplier/Service Provider of such total delivered cost and the Supplier/Service Provider shall have an opportunity to adjust the Price of the Goods/Services purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If the Supplier/Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier/Service Provider hereunder shall be

reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.

- 16.6 If during the period of this Agreement the Supplier/Service Provider sells any materials which are the same as, equivalent to, or substantially similar to the Goods/Services herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then the Supplier/Service Provider has an opportunity to adjust its Price for the Goods/Services purchased hereunder within 30 [thirty] calendar days so that the Price is the same or lower than the total delivered cost of such third party. If the Supplier/Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from any other such supplier, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and the Supplier/Service Provider hereunder shall be reduced accordingly; or (ii) terminate this Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of this Agreement or at any time Transnet so requests, the Supplier/Service Provider shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

17 WARRANTIES APPLICABLE TO GOODS

The Supplier warrants that:

- 17.1 pursuant to clause 9.3 [General Obligations of the Supplier], the Goods will be manufactured in accordance with the specifications appended hereto at Schedule 1, or the manufacturer's specifications, as agreed in writing by both Parties;
- 17.2 the execution and performance of this Agreement by the Supplier does not infringe any rights of a third party or breach any obligation of the Supplier to any third party; and
- 17.3 it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Supplier to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Supplier shall ensure that it has appropriate, tested and documented recovery arrangements in place.

18 WARRANTIES APPLICABLE TO SERVICES

18.1 The Service Provider warrants to Transnet that:

- a) it has full capacity and authority to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representatives of the Service Provider;
- b) it will discharge its obligations under this Agreement and any annexure, appendix or schedule hereto with all due skill, care and diligence;
- c) it will be solely responsible for the payment of remuneration and associated benefits, if any, of its Personnel and for withholding and remitting income tax for its Personnel in conformance with any applicable laws and regulations;
- d) it will procure licences for Transnet in respect of all Third Party Material detailed in the Work Order(s), and will procure the right for Transnet to take such copies [in whole or in part] of such Third Party Materials as it may reasonably require for the purposes of back-up for archiving and disaster recovery; and

- e) the use or possession by Transnet of any Materials will not subject Transnet to any claim for infringement of any Intellectual Property Rights of any third party.
- 18.2 The Service Provider warrants that it will perform its obligations under this Agreement in accordance with the Service Levels as defined in the relevant schedule. Transnet may at its discretion audit compliance with the Service Levels, provided that any such audit is carried out with reasonable prior notice and in a reasonable way so as not to have an adverse effect on the performance of the Services. Without prejudice to clause 18.3 below, in the event that the Service Provider fails to meet the Service Levels, Transnet may claim appropriate service credits or invoke a retention of Fees as detailed in the relevant schedule and/or Work Order.
- 18.3 The Service Provider warrants that for a period of 90 [ninety] calendar days from Acceptance of the Deliverables they will, if properly used, conform in all material respects with the requirements set out in the relevant schedule. The Service Provider will at its expense remedy any such non-conformance as soon as possible but in any event within 30 [thirty] calendar days of notification by Transnet. In the event that the Service Provider fails or is unable to remedy such non-conformance within such time-scale, Transnet will be entitled to employ a third party to do so in place of the Service Provider and any excess charges or costs incurred by Transnet as a result shall be paid by the Service Provider.
- 18.4 The Service Provider will remedy any defect within 30 [thirty] calendar days of being notified of that defect by Transnet in writing.
- 18.5 The Service Provider will not be liable to remedy any problem arising from or caused by any modification made by Transnet to the Deliverables, or any part thereof, without the prior approval of the Service Provider.
- 18.6 The Service Provider shall advise Transnet of the effects of any steps proposed by Transnet pursuant to clause 18.5 above, including but not limited to any cost implications or any disruption or delay in the performance of the Services. The Parties agree that any changes to the Services, including the charges for the Services or any timetables for delivery of the Services, will be agreed in accordance with the change control procedure, as set out in clause 382 [*Amendment and Change Control*].
- 18.7 The Service Provider warrants that:
- a) it has, using the most up-to-date software available, tested for [and deleted] all commonly known viruses in the Materials and for all viruses known by the Service Provider at the date of the relevant Work Order; and
 - b) at the time of delivery to Transnet, the Materials do not contain any trojan horse, worm, logic bomb, time bomb, back door, trap door, keys or other harmful components.
- The Service Provider agrees that, in the event that a virus is found, it will at its own expense use its best endeavours to assist Transnet in reducing the effect of the virus and, particularly in the event that a virus causes loss of operational efficiency or loss of data, to assist Transnet to the same extent to mitigate such losses and to restore Transnet to its original operating efficiency.
- 18.8 The Service Provider undertakes to comply with South Africa's general privacy protection in terms of Section 14 of the Bill of Rights in connection with this Agreement and shall procure that its

Personnel shall observe the provisions of Section 14 [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

- 18.9 The Service Provider warrants that it has taken all reasonable precautions to ensure that, in the event of a disaster, the impact of such disaster on the ability of the Service Provider to comply with its obligations under this Agreement will be reduced to the greatest extent possible, and that the Service Provider shall ensure that it has appropriate, tested and documented recovery arrangements in place.
- 18.10 In compliance with the National Railway Safety Regulator Act, 16 of 2002, the Service Provider shall ensure that the Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Service Provider [as applicable] shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Service Provider and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

19 THIRD PARTY INDEMNITY

The Supplier/Service Provider hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause 17.2 above.

20 INSPECTION APPLICABLE TO GOODS

- 20.1 Transnet reserves the right to arrange for the inspection of all Goods forming the subject of any Purchase Order, at any stage before final acceptance and by any means it may think fit, and when such inspection is to be carried out, the relevant Purchase Order(s) shall be endorsed accordingly.
- 20.2 When inspection at the Supplier's works or warehouse is specified, Transnet's authorised inspector shall have free access to the premises of the Supplier at all times during working hours on a Business Day; shall have liberty to inspect work which is the subject of the Purchase Order at any stage of manufacture, and may reject any Goods which are found to be incomplete, defective or in any way not in conformity with the terms and specifications of this Agreement; and the Supplier shall afford all reasonable facilities for such access and inspection.
- 20.3 The Supplier shall provide inspection gauges, measuring and test equipment to ensure that the requirements of this Agreement are satisfied. All gauges, templates, tools and other equipment required to check the accuracy of the work shall be calibrated at regular and reasonable intervals by a laboratory which has been approved in writing by Transnet. This certificate shall not be more than 12 [twelve] months old.
- 20.4 The Supplier shall prepare and supply, without charge to Transnet, all test pieces, samples and specimens; shall provide all labour and apparatus for carrying out tests and analyses in accordance with the terms of this Agreement or Purchase Order, and render all reasonable assistance in making such tests and analyses.

- 20.5 All special rules governing gauging, testing, analysis and other inspection procedures shall be adhered to strictly in accordance with the terms of this Agreement or Purchase Order and the conditions of any specifications and drawings quoted therein.
- 20.6 Inspection will be arranged by the Staff of Transnet, as indicated in the Purchase Order(s).
- 20.7 When Goods are ready for inspection, the Supplier shall apply promptly to the appropriate authority for instructions regarding such inspection. All applications for inspection shall quote Transnet's Agreement or Purchase Order number. 7 [seven] Business Days' notice of readiness from the Supplier shall be given to the authorised inspector appointed by Transnet to carry out such inspection.
- 20.8 Transnet shall have the right to recover from the Supplier the cost of inspection of any Goods that have been rejected by its authorised inspector in terms of this clause 204.

21 DEFECTIVE GOODS

- 21.1 Notwithstanding any certificate and/or receipt that may have been issued by or on behalf of Transnet either in South Africa or overseas, Goods will be accepted at the place of delivery or at the port of shipment, as specified in this Agreement, only as regards outward condition of packages and Transnet retains the right to reject the Goods supplied, on or after arrival at the place to which they are consigned, or after they have been placed in use in South Africa, should they be found defective.
- 21.2 If Goods are rejected owing to latent defects becoming apparent during machining operations or other preparation necessary on the part of Transnet before they can be put into use, the Supplier shall bear all expenses incurred by Transnet in carrying out such necessary operations.
- 21.3 If such Goods are rejected, the Supplier will pay the following costs:
 - a) for Goods purchased in South Africa on an ex works basis, the cost of transport from the Supplier's works in South Africa to the named destination where the Goods have been rejected by Transnet, plus handling charges and storage, if leviable; or
 - b) for Goods manufactured overseas, the Supplier shall pay all replacement costs including the overseas inland transport cost, freight and insurance charges incurred plus railage or other inland transport costs from the South African port to the place where the Goods have been rejected by Transnet, including handling charges, storage, landing charges, customs duty and surcharges, if leviable.
- 21.4 If Transnet requires rejected Goods to be replaced, the Supplier shall, when called upon to do so, arrange prompt replacement of the Goods within the prescribed manufacturing lead times for such Goods, as indicated in Schedule 1.
- 21.5 If Goods are found to be defective but the defects are, in the opinion of Transnet, not of so serious a nature as to warrant total rejection of the Goods, the Supplier shall, when called upon to do so, remedy or make good such defects at its own cost, or Transnet may remedy or make good such defects at the request of the Supplier and recover from the Supplier all costs or expenses reasonably incurred by it in doing so.
- 21.6 Should the Supplier fail, when called upon to remedy or make good such defects within a reasonable time or to request Transnet to do so, Transnet may proceed to remedy or make good

such defects and thereafter recover from the Supplier all such costs and expenses as
aforementioned.

- 21.7 Any amount recoverable from the Supplier in terms of this clause may, without prejudice to any
other legal remedies available to Transnet, be deducted in whole or in part from any monies in the
hands of Transnet which are due for payment to the Supplier.

22 TOTAL OR PARTIAL FAILURE TO PERFORM

- 22.1 In the case of Goods to be specially manufactured for it, if Transnet at any time ascertains that:

- a) no manufacturing of the Goods specified in a Purchase Order has commenced and there is
little or no prospect, in Transnet's opinion, that manufacturing will commence within a
reasonable time; or
- b) delivery of any of the Goods is being or is likely to be delayed beyond the promised delivery
date(s), and there is little or no prospect of the Purchase Order(s) being carried out within
reasonable adherence to the promised delivery rate(s) or time(s),

then Transnet may, irrespective of the cause of the delay, by notice to the Supplier, cancel as from
a future date specified in such notice the whole or any part of this Agreement or Purchase Order in
respect of which the Goods to be supplied have not been completed by that date, without incurring
any liability by reason of such cancellation except as provided in this clause.

- 22.2 The Supplier/Service Provider shall thereupon, as soon as possible after such date, deliver to
Transnet the Goods/Services [if any] already completed, and payment for the part performance
shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part
of the completed Goods/Services. Where an integral or essential part of the work has not been
completed, the amount to be paid to the Supplier/Service Provider will be calculated on the basis of
Transnet's enrichment. The Supplier/Service Provider shall, wherever practicable, supply Transnet
with the necessary drawings and/or specifications to enable it to complete the work.

- 22.3 Whenever, in any case not covered by clause 22.1 above, the Supplier fails or neglects to execute
the work or to deliver any portion of the Goods/Services as required by the terms of this Agreement
or Purchase Order, or if any Goods/Services are rejected on any of the grounds mentioned in clause
215 [Defective Goods], Transnet may cancel this Agreement or Purchase Order in so far as it relates
to the unexecuted work or the undelivered or rejected portion of the Goods/Services, and in such
event, the supply of the remaining portion shall remain subject in all respects to these conditions.

23 NON CONFORMANCE OF GOODS/SERVICES PROCURED

- 23.1 In the case of Goods/services manufactured for and procured by Transnet from the Supplier/Service
Provider in terms of this Agreement, being found not to conform to the Transnet standards,
specifications and requirements, Transnet at any time may be entitled to raise a Non Conformance
Report (NCR) against a Supplier/Service Provider whose Goods/ Services do not conform to
Transnet standards, specifications and requirements directing the Supplier/Service Provider to
investigate and remedy the non-conformance within the stipulated time frame as may be
determined by Transnet at its discretion.

- 23.2 Failure by the Supplier/Service Provider to fully comply with NCR within the period stated in sub-
clause 26.1 above, shall entitle Transnet to further conditions to which the Supplier/ Service

Provider must discharge in order to close the NCR or to terminate the order without giving the
Supplier/Service Provider written notice of termination in terms of this Agreement.

24 RIGHTS ON CANCELLATION

- 24.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 226 [*Total or Partial Failure to Perform*], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Goods/Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods/Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Supplier's/Service Provider's default.
- 24.2 Any amount which may be recoverable from the Supplier/Service Provider in terms of clause 24.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to the Supplier/Service Provider.

25 BREACH AND TERMINATION

- 25.1 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.
- 25.2 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 25.3 To the extent that any of the Deliverables and property referred to in clause 25.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 25.4 In the event that this Agreement is terminated by the Service Provider under clause **Error! Reference source not found.** [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause **Error! Reference source not found.**9 [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees [apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.
- 25.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 30 [thirty] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any

liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.

- 25.6 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:
- a) a voluntary arrangement or composition or reconstruction of its debts;
 - b) its winding-up or dissolution;
 - c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
 - d) any similar action, application or proceeding in any jurisdiction to which it is subject.
- 25.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of the Supplier/Service Provider by notice in writing to the Supplier/Service Provider. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 25.8 Notwithstanding this clause 259, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the Supplier/Service Provider, or
- 25.9 The provisions of clauses 2 [Definitions], 172 [Warranties], 248 [Rights on Cancellation], 283 [Confidentiality], 315 [Limitation of Liability], 36 [Intellectual Property Rights], 359 [Dispute Resolution] and 39.1 [Governing Law] shall survive termination or expiry of this Agreement.

26 CESSIONS AND ASSIGNMENTS AS PER NT INSTRUCTION NOTE 08 OF 2022/2023

- 26.1 The Supplier/Service Provider is not allowed to cede its rights for payment in terms of this Agreement without prior written approval from Transnet. Cession shall only be applicable as follows:
- a) Cession must only be applicable to the transfer of right to payment for goods/services delivered/rendered by a Supplier/Service Provider to an FSP or State Institutions;
 - b) The written request for cession must be by the Supplier/Service Provider and not a third party; and
 - c) The written request by the Supplier/Service Provider must be accompanied by the cession agreement.
- 26.2 The Supplier/Service Provider is prohibited from transferring its rights and obligations to perform under this contract. Assignments are against the principles of section 217 of the Constitution mainly, fairness, transparency and competitiveness.

27 FORCE MAJEURE

- 27.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations, terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance

shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.

- 27.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

28 PROTECTION OF PERSONAL INFORMATION

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):

consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA

- b) 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.

- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, the Supplier/Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, 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.
- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:
- i. they process personal information only for the express purpose for which it was obtained;
 - ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
 - iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;
 - iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
 - v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;

- vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
 - vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 28.1 The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 28.2 Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.
- 28.3 The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 28.4 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 28.5 The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.
- 28.6 Personal Information security breach:
- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, 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. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.

- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

29 CONFIDENTIALITY

29.1 The Parties hereby undertake the following with regard to Confidential Information:

- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;
- c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;
- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;

- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

29.2 The duties and obligations with regard to Confidential Information in this clause 293 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
- d) is independently developed by a Party as proven by its written records.

29.3 This clause 293 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to the Supplier/Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet

including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

30 INSURANCES

- 30.1 Without limiting the liability of the Supplier/Service Provider under this Agreement, the Supplier/Service Provider shall take out insurance in respect of all risks for which it is prudent for the Supplier/Service Provider to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of the Supplier/Service Provider.
- 30.2 The Supplier/Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.
- 30.3 Subject to clause 30.4 below, if the Supplier/Service Provider fails to effect adequate insurance under this clause 30.4, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of the Supplier/Service Provider. The Supplier/Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects the Supplier/Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of the Supplier/Service Provider's liability.
- 30.4 In the event that the Supplier/Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 30.1 above or if the insurance ceases to be available upon commercially reasonable terms, the Supplier/Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either the Supplier/Service Provider or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

31 LIMITATION OF LIABILITY

- 31.1 The Supplier/Service Provider's liability under this clause 31.5 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Goods/Services or ancillary Services, including the quality of the Goods/Services or ancillary Services or any materials delivered pursuant to this Agreement.
- 31.2 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
 - b) fraud or theft.
- 31.3 The Supplier/Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by the Supplier/Service Provider or its Personnel in connection with this Agreement. The Supplier/Service Provider's liability arising out of this clause 31.3 shall be limited to direct damages.

- 31.4 Subject always to clauses 31.1 and 31.2 above, the liability of either the Supplier/Service Provider or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.
- 31.5 Subject to clauses 31.1 to 31.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 31.6 If for any reason the exclusion of liability in clause 31.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 31.3 above.
- 31.7 Nothing in this clause 315 shall be taken as limiting the liability of the Parties in respect of clauses 283 [*Confidentiality*] and 326 [*Intellectual Property Rights*].

32 INTELLECTUAL PROPERTY RIGHTS

32.1 Title to Confidential Information

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and the Supplier/Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all the Supplier/Service Provider's Background Intellectual Property shall remain vested in the Supplier/Service Provider.
- b) Transnet shall grant to the Supplier/Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit the Supplier/Service Provider to sub-license to other parties.
- c) The Supplier/Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use the Supplier/Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) The Supplier/Service Provider shall grant Transnet access to the Supplier/Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.
- e) The above shall not pertain to any software licenses procured by the Supplier/Service Provider from third parties and used in the supply of the Goods/Services.

32.2 Title to Intellectual Property

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by the Supplier/Service Provider, its researchers, agents and employees shall vest in Transnet and the Supplier/Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. The Supplier/Service Provider shall not

at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.

- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and the Supplier/Service Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.
- c) Where the Foreground Intellectual Property was created by the Supplier/Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify the Supplier/Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to the Supplier/Service Provider for the assignment of any Foreground Intellectual Property from the Supplier/Service Provider to Transnet, over and above the sums payable in terms of this Agreement. The Supplier/Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.
- e) Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld], the Supplier/Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

32.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. The Supplier/Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. The Supplier/Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and the Supplier/Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

32.4 Unauthorised Use of Confidential Information

The Supplier/Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

32.5 Unauthorised Use of Intellectual Property

- a) The Supplier/Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which the Supplier/Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and the Supplier/Service Provider shall co-operate fully with Transnet, at Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.
- c) The Supplier/Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

33 NON-WAIVER

- 33.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.
- 33.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

34 PARTIAL INVALIDITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

35 DISPUTE RESOLUTION

- 35.1 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.
- 35.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.
- 35.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.
- 35.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 35.

35.5 This clause 359 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

35.6 This clause 359 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

36 ADDRESSES FOR NOTICES

36.1 The Parties to this Agreement select the physical addresses and fax numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required in terms of this Agreement, provided that either Party shall be entitled to substitute such other address or fax number, as may be, by written notice to the other:

a) **Transnet**

(i) For legal notices:

Fax No.

Attention: Group Legal Department

(ii) For commercial notices:

Fax No.

Attention:

b) **The Supplier/Service Provider**

(i) For legal notices:

Fax No.

Attention:

(ii) For commercial notices:

Fax No.

Attention:

36.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by fax or email.

36.3 Any notice shall be deemed to have been given:

- a) if hand delivered, on the day of delivery;
- b) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date

of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day; or

- c) if sent by email, on the date and time received, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such email, or, should no postal facilities be available on that date, on the next Business Day.

37 WHOLE AND ONLY AGREEMENT

- 37.1 The Parties hereby confirm that this Agreement constitutes the whole and only agreement between them with regard to the subject matter of this Agreement.
- 37.2 The Parties hereby confirm that this Agreement replaces all other agreements which exist or may have existed in any form whatsoever between them, with regard to the subject matter dealt with in this Agreement, any annexures appended hereto and the Schedule of Requirements/Work Order.

38 AMENDMENT AND CHANGE CONTROL

- 38.1 Any amendment or change of any nature made to this Agreement and the Schedule of Requirements thereof shall only be valid if it is in writing, signed by both Parties and added to this Agreement as an addendum hereto. In this regard a Change Notice must first be defined and issued by the requesting Party. A Change Notice Response must then be issued by responding Party. A formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.
- 38.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 359 [*Dispute Resolution*].

39 GENERAL

39.1 Governing Law

This Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

39.2 Change of Law

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, the Supplier/Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 359 [*Dispute Resolution*] above.

39.3 Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.

40 DATABASE OF RESTRICTED SUPPLIER

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

Thus signed by the Parties and witnessed on the following dates and at the following places:

For and on behalf of TRANSNET SOC LTD duly authorised hereto	For and on behalf of duly authorised hereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

GENERAL BID CONDITIONS

[June 2022]

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1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete and submit their Bid submissions by uploading them into the system against each tender selected. The bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.
- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

A bid fee is not applicable. The Bid Documents may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and may also be downloaded from the Transnet website at www.transnet.net free of charge.

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must upload questions onto the Transnet e-Tender Submission Portal or direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the contact person listed in the RFX Document.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Respondents may at any time communicate with the contact person listed in the RFX Document on any matter relating to its Bid but, in the absence of written authority from the delegated individual (BEC chairperson), no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential Supplier or any member of the Bid Adjudication Committee or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.
- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier in relation to the conditions of this clause 244 will be for the account of the Supplier.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-

working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.

25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:

- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
- b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 VALUE-ADDED TAX

28.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.

28.2 In respect of foreign Services rendered:

- a) the invoicing by a South African supplier on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
- b) the Supplier's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

29 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

29.1 Method of Payment

- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.
- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 29.1 (a) above. Failure to comply with clause 29.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

29.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

30 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

30.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

30.2 Delivery Period

- a) Period Contracts and Fixed Quantity Requirements
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) Progress Reports
The Supplier may be required to submit periodical progress reports with regard to the delivery of the Goods
- c) Emergency Demands as and when required
If, due to unforeseen circumstances, supplies of the Goods covered by the Bid are required at short notice for immediate delivery, the Supplier will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

31 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

31.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

31.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

31.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

31.4 Foreign specifications

The Respondent quoting for Goods in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

32 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

32.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the designated official of Transnet according to whichever officer is specified in the Bid Documents.

32.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

32.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

32.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.

- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.
- 32.5 If payment is to be made in South Africa, the foreign Supplier [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:
- a) funds are to be transferred to the credit of the foreign Supplier's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
 - b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.
- 32.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

33 DATABASE OF RESTRICTED SUPPLIERS

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

34 CONFLICT WITH ISSUED RFX DOCUMENT

- 34.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers will be required to sign and comply with undertakings contained in this Integrity Pact, should they want to be registered as a Transnet vendor.

1 OBJECTIVES

- 1.1 Transnet and the Bidder / Supplier 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 Bidders / Suppliers to abstain from bribing or participating in any corrupt practice in order to secure the contract.

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
- a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
 - Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
 - b) Labour
 - Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
 - c) Environment
 - Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and
 - Principle 9: encourage the development and diffusion of environmentally friendly technologies.
 - d) Anti-Corruption
 - Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, 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.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her Bid relates.
- 4.5 The terms of the Bid as submitted 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.
- 4.6 Bidders are 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 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Bidder / Supplier can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6 DATABASE OF RESTRICTED SUPPLIERS

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National

Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

- a) Immediately exclude the Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier;
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

9 CONFLICTS OF INTEREST

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

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

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

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

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

9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

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

9.4 The Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction process as mentioned in paragraph 6 above, Transnet will not do business with a company that litigates against it in bad faith or is involved in any action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11 GENERAL

- 11.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.
- 11.3 The validity of this Integrity Pact shall cover all the bidding processes and will be valid for an indefinite period unless cancelled by either Party.
- 11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.
- 11.5 Should a Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers 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.

ooo000ooo

NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

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

3. RECORDS AND RETURN OF INFORMATION

- 3.1 The Receiving Party agrees to ensure proper and secure storage of all Information and any copies thereof.

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

4. ANNOUNCEMENTS

- 4.1 Neither party will make or permit to be made any announcement or disclosure of its prospective interest in the Bid 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 Bid 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 Bid 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 Bid 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 Bid 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.

SCHEDULE 1 – SCHEDULE OF REQUIREMENTS

DESCRIPTION STANDARD TERMS AND CONDITIONS FOR THE APPOINTMENT OF A SUPPLIER/SERVICE PROVIDER FOR THE CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS FOR A PERIOD OF 60 MONTHS.

SERVICE PROVIDER

CONTRACT NUMBER iCLM HQ 926/TPT

DURATION 60 MONTHS

COMMENCEMENT DATE 09 JUNE 2025

EXPIRY DATE 31 MARCH 2030

With reference to the Standard Terms and Conditions of Contract, Reference Number **ICLM HQ 926/TPT** dated , ("Contract") between Transnet SOC Ltd ("Transnet") and (the "Supplier/Service Provider") pursuant to which you have agreed to supply/perform certain goods to/services for and on behalf of Transnet subject to such Contract.

The defined terms in the Contract will, unless otherwise indicated, have the same meaning in this Schedule of Requirements. In consideration of the mutual covenant and agreements contained in the Contract and in this Schedule of Requirements, it is agreed as follows:

1. Description of the Goods/Services

The scope of goods/services to be provided by the service provider is the Custom Design, Supply, Installation, Configuration, Testing and Commissioning of a Fuel Management System for Transnet SOC Limited (Reg. No. 1990/000900/30) Operating as Transnet Port Terminals (Hereinafter Referred to as "TPT"), at the Richard's Bay, Durban, Eastern Cape and Western Cape Terminals for a period of 60 months. The details for the goods/services to be provided are as stipulated in clause 2 below.

2. Scope of Goods/Services

2.1 Deliverables

The service provider shall:

- a) Supply and installation of the fuel management automation hardware on all bulk storage fuel facilities, mobile browsers and mobile equipment
- b) Design and deployment of a centralised cloud-based fuel management dashboard owned by TPT

3. Contract Manager/s & Personnel to provide the Goods/Services

Transnet Contract Manager	Vuyo Ninzi
Designation	Senior Manager: Contract Management NEC
Operating Division	Transnet Port Terminals
Address	202 Anton Lembede Durban
Telephone	
Email	vuyo.ninzi@transnet.net

Service Provider's Account Manager	
Designation	
Address	
Telephone	
Email	

4. Performance Review Meetings

Contract management and performance review meetings will be held as required by Transnet's Contract Manager.

5. Fees & Disbursements

5.1 In consideration of the supply/performance of the Goods/Services by the Supplier/Service Provider pursuant to this Work Order, Transnet will pay to it an amount not exceeding R 0 000 000.00 (excluding/including VAT) over the three (3) month period.

IN WITNESS of which this Schedule of Requirements has been duly executed by the parties.

SIGNED for and on behalf of

Xxxxxxxx

Signature.....

Name.....

Position.....

Date.....

SIGNED for and on behalf of

Transnet SOC Ltd

Signature.....

Name.....

Position.....

Date.....

APPENDIX 1

Address for Notices

Any notice or communications between the parties to be given under this Agreement shall be deemed to have been received at the following times:

- i. by email transmission – when the sender receives confirmation of receipt;
- ii. by hand delivery - immediately upon receipt by the recipient.

Any notice or communications between the parties shall be delivered to the addresses set out below:

The Service Provider

Addressee:

.....

Attention:.....

Physical Address:

Postal Address:

email:

Transnet

Addressee:

Transnet SOC Ltd

Attention : Group Legal Counsel

Physical Address:

08th Floor

Carlton Centre

150 Commissioner Street

Johannesburg

2001

Postal Address:

P.O. Box 72501

Parkview

email:

Either party may, by a notice given in accordance with this Schedule 1, change its address or email address for the purpose of this Schedule 1.

APPENDIX 2

Non- Disclosure Agreement

Date: 20--

I (*name*)

Of (*address*)
.....
.....

Undertake to Transnet SOC Ltd ("Transnet") that:

1. I shall keep confidential and not to disclose or make available to any third party, except with the express prior written consent of Transnet, any Confidential Information relating to Transnet business, assets, customers or staff which is disclosed to me or to which I may have access during the course of providing Goods/Services to Transnet ("my assignment"); and
2. Upon termination of my assignment, I shall return to Transnet all documents, books, discs, tapes or other records (in whatever medium) which I may have in my possession, custody or control and which are the property of Transnet, its customers, staff or agents and any copies thereof.

For the purposes of this Confidentiality Agreement, "Confidential Information" shall mean any information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs of the Transnet Group or its customers, whether in writing, conveyed orally or by machine-readable medium.

I understand that this Confidentiality Agreement shall survive the termination of my assignment.

SIGNED at _____ on _____ 20--

(*Signature*)

in the presence of:-

Witness name:

Witness Signature:

Witness address:
.....


Health and Safety Specification


CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS


Transnet Port Terminals

Project Number: iCLM HQ 926/TPT

SIGNATORIES:

Prepared by:  10/02/2025
Khethiwe Ndlovu
Health and Safety Practitioner
Date

Reviewed by:  10/02/2025
Bhekani Msebeni
Health and Safety Manager
Date

Approved by:  10/02/2025
Sphamandla Mathonsi
Act. Senior Manager
Date

00	06 FEBRUARY 2024	ISSUE FOR REVIEW
01	10 FEBRUARY 2024	ISSUE FOR APPROVAL
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1. Purpose

This health and safety specification identifies and outlines the working behaviours and safe work practices that are expected of the contractors, consultant, visitors and suppliers, that will be undertaking activities associated with the Fuel management system project.

The specification has been developed in accordance with the requirements of the Occupational Health and Safety Act and its Regulations, mainly Construction Regulation 5(1)(b) as well as any other applicable legislation. The Contractor must comply with this Client's health and safety specification and related legislation and address it in their site specific health and safety plan. It is the principal contractor's responsibility to ensure that all sub-contractors comply fully with all legal requirements as well as the requirements of this specification.

This Health and Safety Specification will be reviewed and updated periodically and/or as and when necessary) to address and / or include:

- Changes in legislation;
- Client requirements;
- Leading practices; and
- Lessons learnt from incidents.

1. Background

Transnet Port Terminals (TPT) is a division of Transnet SOC Limited, a state-owned freight transport company in South Africa. TPT's core business is the handling of a variety of products that are destined for either import, export, or transshipment. TPT operates bulk, break bulk, automotive, and container terminals, located nationwide in the KwaZulu-Natal, Eastern Cape, and Western Cape ports. TPT also operates inland terminals located in the North West, Western Cape and Mpumalanga. The mobile equipment within the terminals is highly dependent on fuel for business operations. Diesel is the primarily used fuel for operations and the fleet comprises of the following mobile equipment:

- Rubber-Tyred Gantry Cranes (RTGs)
- Mobile Harbour Cranes (MHCs)
- Empty Container Handlers (ECHs)
- Mobile Ship Loaders
- Mobile Bowsers
- Straddle Carriers
- Reach Stackers
- Forklifts
- Tractors
- Haulers
- Sky jacks



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- BobCats
- Cherry pickers
- Sweepers
- Self-Bunded Containerized Tanks

The *Employer's* objective is to appoint a *Service Provider* who will custom design, supply, and install a fuel management system (FMS) at all Transnet Port Terminals nationwide. The FMS will automate all fuel transactions which happen at the homebased facilities as well as the mobile bowsers within operational areas.

The FMS is to digitize and automate the manual fuel facility processes such as fuel deliveries (decanting), tank level reading, and fuel issuing/dispensing into mobile equipment. The FMS is also to digitize the manual controls associated with the current processes. Digitizing the manual processes and controls must prevent the risk of fuel pilferage and shrinkage associated with the current mismanagement at the terminals. The FMS shall prevent unauthorized mobile equipment from fueling at the fuel facilities. The FMS must enhance the visibility of the movement of fuel at each terminal and manage fuel consumption efficiently using real-time data. The FMS shall establish and maintain automated fuel reporting for the Employer and capacitate the *Employer* to analyse its fuel data and consumption trends using stored records and in real-time. The FMS is to enable the *Employer* to execute fuel cost & fuel consumption reconciliations.

2. Project Scope Overview

2.1 The automated fuel management system shall be custom designed, supplied, Installed, tested and commissioned for the *Employer*, the scope of services shall include but not limited to:

- a) Integrating with the existing *Employer* fuel facilities.
- b) Enabling the *Employer* to automatically capture, track and manage fuel quantities from receiving, storage, to dispensing and consumption i.e. providing automated comprehensive fuel accounting from receipt into bulk storage tanks, transfer from bulk storage tanks to mobile bowsers and refueling of fuel consuming mobile equipment. A similar objective is required for the Employer's self-bunded containerized tanks.
- c) Tracking, monitoring, and reporting on any discrepancies between fuel delivered, fuel stored, and fuel dispensed/issued.
- d) Installing IoT fuel flow measuring automation instruments in all bulk storage tank inlets for validation of fuel delivered and decanted into the fixed tanks.
- e) Installing IoT fuel level measuring automation instruments in all bulk storage tanks and mobile bowsers to monitor the tank level readings.
- f) Installing IoT water detection automation instruments in all bulk storage tanks and mobile bowsers to monitor water content in the fuel.
- g) Installing personnel authorization technology on fuel dispenser pumps for access control



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security.

- h) Installing vehicle and equipment authentication technology in all authorized mobile for secured dispensing control.
- i) Locking all dispenser pumps when not in use, for additional security.
- j) Installing IoT fuel flow measuring automation instruments at all fuel dispenser pumps to capture the dispensed/issued fuel in real-time.
- k) Installing anti-siphoning devices on all mobile equipment and mobile browsers.
- l) Developing and implementing an in-house hosted fuel management system with central monitoring dashboard to manage fuel with 24-hour system operation and support.
- m) Developing and implementing an in-house hosted cloud-based fuel management software solution with dashboard customized to the *Employer's* user and operational requirements.
- n) Developing and implementing a cloud-based fuel management dashboard which is scalable, secure, robust, versatile and is flexible to customization to meet *Employer* specifications.
- o) Developing a cloud-based fuel management dashboard that allows for an unlimited number of users to gain access.

- p) Developing a cloud-based fuel management dashboard software capable of integrating with third-party systems such as ERP platforms to improve fuel management business processes.
- q) User acceptance testing of the fuel management system dashboard.
- r) Testing and deployment of the entire fuel management system dashboard installation and handover to the *Employer*.
- s) Providing all designs, software blueprints, system architectures, calibration certificates, and manuals before handover of the fuel management solution.
- t) Change management activities.
- u) System user training of *Employer* staff.
- v) Maintenance and support of system automation instruments and cloud-based dashboard solution.
- w) Knowledge and skills transfer to *Employer* staff inclusive of maintenance and support.

3. Definitions

Acceptable Risk

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

ALARP (As Low As Reasonably Practicable)

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

Applicant (Permit to Work)

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

Authorised Person (Permit to Work)

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

Barricade

A temporary structure that is erected as a physical barrier to prevent persons from inadvertently coming into contact with an identified hazard.

Benching

The creation of a series of steps in the sides of an excavation to prevent collapse.

Consequence

The outcome of an event expressed qualitatively or quantitatively.

Principal contractor

An employer performing construction work, or providing related or supporting services, on a project site.

Competent Person

A person who has in respect of the work or task to be performed the required knowledge, training, experience and as per act cr2014.

Construction Supervisor

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

Clearance Certificate

A signed declaration by an Isolation Officer that a specified hazardous energy source associated with a particular system, plant or item of equipment has been isolated in accordance with an approved Isolation and Lockout Procedure.

Electrical Officer

The person appointed in writing by the Project Manager in terms of this specification as the person who shall be consulted by the Contractor in all electrical matters to ensure that adequate safety precautions are taken by the Contractor.

Excavation

Any man-made cut, cavity, pit, trench, or depression in the earth's surface formed by removing rock, sand, soil or other material using tools, machinery, and / or explosives. Tunnels, caissons and cofferdams are specifically excluded and are not addressed in this standard.

First-Aid Injury (FA)

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

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

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

- Treatment for first degree burns.
- Use of non-prescription medications and administration of single dose of prescription medication on first visit for any minor injury or discomfort.

Hazard

A source of potential harm in terms of human injury or ill health, or a combination of these.

Hierarchy of Controls

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

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

Incident (Occurrence)

An event (or a continuous or repetitive series of events) that results or has the potential to result in a negative impact on people (employees, Principal contractors and visitors), the environment, operational integrity, assets, community, process, product, legal liability and / or reputation.

Likelihood

A description of probability or frequency, in relation to the chance that an event will occur.

Lost Time Injury (LTI)

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

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

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

Light Vehicle

A vehicle that:

- Can be licensed and registered for use on a public road;
- Has four or more wheels, and seats a maximum of 12 adults (including the driver);
- Requires the driver to hold only a standard civil driving licence; and
- Does not exceed 4.5 tonnes gross vehicle mass (GVM), which is the maximum loaded mass of the motor vehicle as specified by:

- ♦ The vehicle's manufacturer; or
- ♦ An approved and accredited automotive engineer, if the vehicle has been modified to the extent that the manufacturer's specification is no longer appropriate.

Examples of light vehicles include passenger cars, four-wheel drive vehicles, sports utility vehicles (suvs), pick-ups, minibuses, and light trucks.

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

Medical Treatment Injury (MTI)

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

The following procedures are generally considered medical treatment:

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

Mobile Equipment

A vehicle (wheeled or tracked) that generally requires:

- The driver to hold a specific state or civil license; or
- The operator to hold a nationally recognized certificate of competency.

Examples of mobile equipment include, but are not limited to, dump trucks, water trucks, graders, dozers, loaders, excavators, forklifts, tractors, back-actors, bobcats, mobile cranes, tele-handlers, drill rigs, buses and road-going trucks.

Near Hit

An incident that has occurred that did not result in any injuries, illnesses, environmental or property damage but had the potential to cause an injury, illness, environmental or property damage.

Regulation

In the context of this guideline, 'Regulation(s)' refers to the Construction Regulations, 2014 required by Section 43 of the Occupational Health and Safety Act 85 of 1993, published under Government Notice R 84 in Government Gazette 37305 of February 2014.

Risk

A combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of injury or ill health that can be caused by the event or exposure.

Risk Assessment

A process of evaluating the risk arising from a hazard, taking into account the adequacy of any existing control measures, and deciding on whether or not the risk is acceptable.

Risk Management

The systematic application of management policies, processes and procedures to identifying hazards, analysing and evaluating the associated risks, determining whether the risks are acceptable, and controlling and monitoring the risks on an ongoing basis.

4. Abbreviations

DSTI - Daily Safety Task Instruction

CR – Construction Regulations, 2014

CWP – Construction Work Permit

EPC - Engineering Procurement and Construction

EPCM - Engineering Procurement and Construction Management

HIRA - Hazard Identification and Risk Assessment

IMS - Integrated Management System

MS - Management System

OHS Act - Occupational Health and Safety Act No. 85 of 1993

PC – Principal Contractor

SOC - Safety Observation and Conversation

TPT – Transnet Port Terminals

VFL - Visible Felt Leadership

OHS - Occupational Health and Safety

DOEL- Department of Employment and Labour

SACPCMP - The South African Council for Project and Construction Management Professions.

MSDS – Material Safety Data Sheet

5. Project Scope of work

Project Scope Overview

The automated fuel management system shall be custom designed, supplied, Installed, tested and commissioned for the Employer, the scope of services shall include but not limited to:

- a) Integrating with the existing Employer fuel facilities.
- b) Enabling the Employer to automatically capture, track and manage fuel quantities from receiving, storage, to dispensing and consumption i.e. providing automated comprehensive fuel accounting from receipt into bulk storage tanks, transfer from bulk storage tanks to mobile bowzers and refueling of fuel consuming mobile equipment. A similar objective is required for the Employer's self-bunded containerized tanks.
- c) Tracking, monitoring, and reporting on any discrepancies between fuel delivered, fuel stored, and fuel dispensed/issued.
- d) Installing IoT fuel flow measuring automation instruments in all bulk storage tank inlets for validation of fuel delivered and decanted into the fixed tanks.
- e) Installing IoT fuel level measuring automation instruments in all bulk storage tanks and mobile bowzers to monitor the tank level readings.
- f) Installing IoT water detection automation instruments in all bulk storage tanks and mobile bowzers to monitor water content in the fuel.
- g) Installing personnel authorization technology on fuel dispenser pumps for access control security.
- h) Installing vehicle and equipment authentication technology in all authorized mobile for secured dispensing control.
- i) Locking all dispenser pumps when not in use, for additional security.
- j) Installing IoT fuel flow measuring automation instruments at all fuel dispenser pumps to capture the dispensed/issued fuel in real-time.
- k) Installing anti-siphoning devices on all mobile equipment and mobile bowzers.
- l) Developing and implementing an in-house hosted fuel management system with central monitoring dashboard to manage fuel with 24-hour system operation and support.
- m) Developing and implementing an in-house hosted cloud-based fuel management software solution with dashboard customized to the Employer's user and operational requirements.
- n) Developing and implementing a cloud-based fuel management dashboard which is scalable, secure, robust, versatile and is flexible to customization to meet Employer specifications.
- o) Developing a cloud-based fuel management dashboard that allows for an unlimited number of users to gain access.
- p) Developing a cloud-based fuel management dashboard software capable of integrating with third-party systems such as ERP platforms to improve fuel management business processes.
- q) User acceptance testing of the fuel management system dashboard.

- r) Testing and deployment of the entire fuel management system dashboard installation and handover to the Employer.
- s) Providing all designs, software blueprints, system architectures, calibration certificates, and manuals before handover of the fuel management solution.
- t) Change management activities.
- u) System user training of Employer staff.
- v) Maintenance and support of system automation instruments and cloud-based dashboard solution.
- w) Knowledge and skills transfer to Employer staff inclusive of maintenance and support

6. Location

The proposed work will take place at the following terminals:

1. Richards Bay Terminals: Dry Bulk Terminal (DBT) & Multipurpose Terminal (MPT)
2. Durban Point: Car Terminal (RoRo) & Multipurpose Terminal (MPT)
3. Durban Maydon Wharf
4. Durban Container Terminal Pier 1
5. Durban Container Terminal Pier 2
6. East London Multipurpose Terminal (MPT)
7. Port Elizabeth Container Terminal (PECT)
8. Ngqura Container Terminal (NCT)
9. Cape Town Container Terminal (CTCT)
10. Cape Town Multipurpose Terminal (CTMPT)
11. Saldanha Multipurpose Terminal
12. North West Pendering Terminal
13. Northern Cape Lohatla Terminal
14. Mpumalanga Kenda Terminal

7. Contractor Health and Safety Management Plan

The Contractor must comply to Construction Regulation, 7(1)(a).

The contractor must prepare, implement and maintain a project specific health and safety management plan. The plan must be based on the requirements set out in this specification as well as all applicable legislation. It must cover all activities that will be carried out on the project site(s), from mobilisation and set-up through to rehabilitation and decommissioning

The plan must demonstrate the Principal contractor's commitment to health and safety and must, as a minimum, include the following:

- A copy of the contractor's **Health and Safety Policy**; in terms of the OHS Act section 7
- Procedures concerning **Hazard Identification and Risk Assessment**, including both Baseline and Task-Based Risk Assessments;
- Arrangements concerning the identification of applicable **Legal and Other Requirements**, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel;
- Details concerning **Health and Safety Objectives** – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement;
- Details concerning **Resources, Accountabilities and Responsibilities** – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a Project Manager, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders;
- Details concerning **Competence, Training and Awareness** – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training;
- **Communication, Participation and Consultation** arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards;
- **Documentation and Document Control** – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents;
- Processes and procedures for maintaining **Operational Control**, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.;
- **Emergency Preparedness and Response** procedures;
- **Management of Change** – a process must be in place to ensure that health and safety risks are considered before changes are implemented;
- **Contractor Alignment** procedures – a process must be in place for the assessment of contractors and suppliers with regard to health and safety requirements and performance (before any contract or purchase order is awarded);
- **Measuring and Monitoring** plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. Noise, dust, etc.) In order to determine the effectiveness of control measures;
- **Incident Reporting and Investigation** procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- **Non-conformance and Action Management** procedures concerning the management of corrective actions;

- **Performance Assessment and Auditing** procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- Details concerning the **Management Review** process followed to assess the effectiveness of health and safety management efforts.

Prior to mobilisation, the Contractor Project Specific Health and Safety Management Plan must be forwarded electronically, and as a hard copy, to the Client's Health and Safety personnel for review and approval. The plan will be audited for completeness and, if found to be adequate, will be accepted and approved. Work may not commence until the plan has been accepted and approved.

Should it be identified that the contractor has overlooked a high risk activity, and as a result has omitted the activity and associated control measures from the Project Specific Health and Safety Management Plan, the plan will not be approved by Transnet health and safety personnel.

8. Contractor Health and Safety Policy

The contractor must develop, display and communicate a Health and Safety Policy that clearly states the contractor's values and objectives for the effective management of health and safety. These values and objectives must be endorsed by the contractor's management representatives (OHS Act 16.2 Appointee) and must be consistent with those adopted for the project.

The policy must be signed and dated, and must be reviewed annually.

The policy must commit to:

- Compliance with all applicable legal requirements;
- The effective management of health and safety risks;
- The establishment of measurable objectives for improving performance, and the provision of the necessary resources to meet these objectives;
- The prevention of incidents, and
- Achieving continual improvement with regard to health and safety performance.

All employees of the contractor as well as the employees of any sub-contractor that may be appointed by the contractor must be made aware of the policy. This must be done through Health and Safety Induction Training and Toolbox Talks .

A copy of the policy must be displayed in each meeting room and on each notice board.

9. Hazard Identification and Risk Assessment (OHS Act, Constr. Regulations 9)

The Contractor must comply to Construction Regulations, clause 9.

Detailed hazard identification and risk assessment processes must be followed for all work to be performed as well as for all associated equipment and facilities.

The client will provide a baseline risk assessment informing Contractor on the hazards and risks on site. Contractor must ensure that effective procedures and risk assessment systems are in place to control hazards and to mitigate risks to levels that are as low as is reasonably practicable.

9.1 Task-Based Risk Assessments

The contractor must carry out detailed project-specific Task-Based Risk Assessments which must be reviewed and approved by the Client's Health and Safety Agent and Project Construction Manager prior to the commencement of any work. The risk assessment process must be facilitated by a competent person (Risk Assessor) who has been appointed in writing. The contractor's site management representatives, supervisory personnel, technical experts (as required) and workforce personnel directly involved with the task being examined must participate in the risk assessment process. An attendance register must be completed and retained.

Please Note: Under no circumstances may a Contractor Health and Safety Officer (CHSO) perform a risk assessment in isolation. The active participation of all persons referred to above is mandatory.

A Task-Based Risk Assessment must at least:

- Be accompanied by a Work Method Statement (describing in sufficient detail how the specific job or task is to be performed in a logical and sequential manner) and Safe Working Procedure;
- Provide a breakdown of the job or task into specific steps;
- Identify the hazards and potential risk scenarios associated with each step;
- Include consideration of possible exposure to noise, heat, dust, fumes, vapours, gases, chemicals, radiation, vibration, ergonomic stressors, or any other occupational health hazard or stressor;
- Describe the control measures that will be implemented to ensure that the risks are managed to levels that are as low as is reasonably practicable; and
- Assign an initial risk rating (without taking any control measures into consideration) and a residual risk rating (taking the identified control measures into consideration) to each risk scenario.

A Task-Based Risk Assessment must be reviewed and, if necessary, updated:

- On an annual basis (as a minimum);
- When changes are made to the associated Work Method Statement; and
- Following an incident.

10. Legal and Other Requirements

The Contractor must comply with the requirements of all applicable health and safety legislation as well as Transnet Port Terminals, project-specific standards and procedures as amended from time to time.

The Contractor must compile and maintain a register of all legal and other requirements applicable to the work that will be carried out and / or services that will be provided. This register must be updated regularly to ensure that it remains relevant.

Applicable laws and standards must be appropriately communicated to all employees of the Contractor (as well as the employees of any contractors that may be appointed by the Principal contractor) through training, Toolbox Talks, and Daily Safe Task Instructions.

11. Health and Safety Objectives

In order to drive continual improvement, the Contractor must set project-specific health and safety objectives, and must develop improvement action plans to achieve these objectives. The Principal contractor's objectives must be aligned with the objectives set for the project as a whole as required by the Construction Regulations 7.

Eliminating health and safety hazards, minimising health and safety risks, preventing incidents, injuries and illnesses, and ensuring legal compliance must be the primary considerations for setting objectives.

When setting objectives, consideration must be given to the following:

- Leading indicators such as inspection findings, audit findings, hazard reporting, and observations;
- Lagging indicators (i.e. Incidents including Near Hits);
- Leading practices and lessons learnt; and
- Injury frequency rates with due understanding that the goal is "no harm".

The objectives must be specific and measurable. The improvement action plans must specify the resources (both human and financial) required to achieve the objectives, the person's responsible, and realistic timeframes for completion. The Contractor must ensure that adequate resources are allocated and that progress towards meeting the objectives is monitored regularly.

The objectives and associated improvement action plans must be documented and must be communicated to all Contractor employees. Furthermore, to ensure that the objectives remain relevant, they must be reviewed on a quarterly basis and whenever significant change has taken place on the project (i.e. Changes to activities, scope of work, operating conditions, etc.).

12. Resources, Accountabilities and Responsibilities

The Contractor must adequately allocate resources, responsibility and accountability to ensure the effective implementation, maintenance and continual improvement of the Principal contractor's health and safety management system on the project.

For each role that carries health and safety accountability and / or responsibilities (including legislative requirements), a role description detailing the accountability and / or responsibilities must be documented.

All health and safety appointments (i.e. the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements) must be done in writing. Documented proof of each appointment (i.e. a signed appointment letter) must be retained.

Contractor should not discharge any legal responsibilities to employees who are not legally appointed.

The Contractor must comply with the requirements of all applicable legislation concerning health and safety related appointments and delegations for the project.

A health and safety organisational chart specific to the project must be documented and maintained. All roles that carry health and safety accountability and / or responsibilities must be included, and all individuals that carry health and safety legal appointments must be clearly identified.

The provision of dedicated health and safety professionals registered on the project must be appropriate for the nature and scale of the work to be carried out.

The Contractors solely responsible for carrying out the work under the contract whilst having the highest regard for the health and safety of all persons on the project site.

Health and safety is the responsibility of each and every individual on the project, but in particular, it is the responsibility of the Principal contractor's management team who must set the tone.

Visible commitment is essential to providing and maintaining a safe workplace. The Contractor managers and supervisors at all levels must demonstrate their commitment and support by adopting a risk management approach to all health and safety issues. These individuals must consistently take immediate and firm action to address violations of health and safety rules, and must actively participate in day to day activities with the objective of preventing harm.

The contractor's management representatives are responsible and accountable for health and safety performance on the project. Key responsibilities include the following:

- Preparing, implementing and maintaining a risk-based Health and Safety Management Plan specific to the work that will be carried out;
- Establishing, implementing and maintaining health and safety programmes and procedures to ensure that all work is carried out in compliance with the requirements of this specification, the contract, and all applicable legislation;
- Establishing, implementing and maintaining effective hazard identification and risk management processes and procedures to ensure that all reasonably foreseeable hazards are controlled in order to minimise risk;
- Providing the resources necessary to meet the requirements of this specification;
- Ensuring that all contractor employees have clearly defined responsibilities with regard to health and safety, and that these responsibilities are clearly communicated and understood;

All costs associated with meeting these responsibilities shall be borne by the contractor.

Any cost associated with any work stoppage due to non-compliance with a health and safety requirement shall be for the contractor's account.

12.1 Construction Manager

The Contractor must comply with Construction Regulations, clause 8(1).

The Principal Contractor must appoint a competent full time Construction Manager who is registered with the professional body with the duty of managing construction work on a single site, including ensuring health and safety compliance.

Competency/ Training

- Registered with SACPCMP as a Professional Construction Manager or ECSA
- IRCON
- Legal Liability
- Hazard Identification and Risk Assessment(HIRA)

The Construction Manager shall be responsible for:

- Ensuring that all applicable legal and project health and safety requirements are identified and complied with at all times;
- Participating in (and approving) all Task-Based Risk Assessments conducted for the work to be carried out by the contractor;
- Ensuring that the necessary resources are made available for the effective implementation of the principal contractor's Health and Safety Management Plan;
- Ensuring that all work is adequately and competently supervised;
- Ensuring that all contractor employees have clearly defined responsibilities with regard to health and safety (assigned in writing), and that these responsibilities are clearly communicated and understood;
- Ensuring as far as is reasonably practicable that each contractor and sub-contractor employee is competent to perform his role, and has received appropriate workplace health and safety training and instruction;
- Establishing and maintaining effective communication and consultative processes to ensure that all contractor and sub-contractor employees are kept up to date with regard to health and safety information (e.g. Incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.) And that feedback is provided promptly regarding issues and / or concerns raised;
- Participating in the project's Visible Felt Leadership (VFL) programme;
- Providing the necessary resources for regular health and safety audits and inspections, and ensuring that corrective actions (arising from incident investigations, audits, inspections, etc.) Are implemented, and
- Participating in an annual review of the contractor's Health and Safety Management System.

12.2 Contractor Health and Safety officer(s)

The Contractor must comply with Construction Regulations, clause 8(5).

The contractor must appoint a full-time Construction Health and Safety Officer (s) (CHSO) for the duration of the contract who is registered with the SACPCMP.

The CHSO must be on site when work commences at the start of the day and must remain on site until all activities for that day. A CHSO must be present during all shifts, so if work is carried out over more than one shift per day, the contractor must make provision for an additional CHSO.

The CHSO shall be responsible for:

- Reviewing all applicable legal and project health and safety requirements and providing guidance to contractor and sub-contractor personnel (particularly the contractor's Project / Construction Manager) to help ensure compliance at all times;
- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the contractor;
- Participating in the Baseline Risk Assessment for the contractor's scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the contractor and ensuring that identified control measures are implemented;

- Conducting contractor health and safety induction training for all contractor and sub-contractor personnel;
- Compiling and maintaining all health and safety related documents and records required of the contractor;
- Communicating relevant health and safety information to contractor and sub-contractor personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- Carrying out Safety Observations and Coaching (one per day);
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the contractor's appointed supervisors, and attending at least one DSTI each day;
- Attending monthly Contractor and Site Health and Safety Meetings;
- Assisting with the implementation of the contractor's Health and Safety Management Plan and associated Safe Work Procedures;
- Carrying out Planned Task Observations on an ad hoc basis;
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all contractor and sub-contractor activities;
- Responding to workplace incidents (as appropriate);
- Participating in incident investigations;
- Maintaining accurate health and safety statistics (for the contractor and all sub-contractor), and compiling health and safety performance reports as required;
- Auditing the health and safety management system and workplace activities of the contractor and each sub-contractor on a monthly basis to assess compliance with the project health and safety requirements; and
- Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).

The contractor must ensure that CHSO is adequately equipped to enable him to perform his duties effectively. Each CHSO must be provided with the following:

- A computer with access to all necessary systems, including access to e-mail and the internet;
- A mobile telephone on contract or with adequate pre-paid airtime; and
- A vehicle where required or instructed by a nominated project management representative (depending on the size and location of the project site(s)).

A CHSO must be computer literate, fluent in English, and must have the following minimum qualifications, training and experience:

- At least 5 years' experience as a CHSO on construction projects;
- SAMTRAC, NEBOSH or an equivalent training course with accredited health and safety service provider as a minimum qualification;
- Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard;

- Experience and appropriate training with regard to construction related hazard identification and risk management processes;
- Competence, experience and relevant training with regard to incident investigation procedures and causation analysis;
- Health and safety auditing experience and training;
- A valid First Aid certificate of competency;
- Fire prevention and protection training; and
- A valid Driving Licence (light motor vehicle).

Before placing a CHSO on the project site(s), the contractor must forward a copy of the person's CV to the Clients Construction Health and Safety Agent for review and acceptance. A proposed candidate may be rejected should he not meet competence level required (i.e. the experience and / or qualification requirements), or due to poor work performance on previous projects.

12.2 Construction Supervisors

The Contractor must comply with Construction Regulations, clause 8(7).

The contractor must ensure that all construction works are supervised at all times by an adequate number of qualified, competent and appointed supervisors who have experience in the type of work being carried out.

No work may be carried out without an appointed construction supervisor being physically present in the work area and daily safety task instruction (DSTI) has been conducted and signed.

Each Construction Supervisor shall be responsible for:

- Ensuring that all work carried out under his supervision is done so in accordance with the requirements of all applicable legislation, rules, standards, specifications, plans and procedures;
- Participating in Task-Based Risk Assessments;
- Ensuring that all employees under his supervision are made aware of the hazards, risk scenarios and control measures identified in relevant risk assessments;
- Ensuring that the control measures stipulated in all relevant risk assessments are in place and are implemented fully for all work carried out under his supervision;
- Ensuring that all employees under his supervision conduct pre-task hazard assessments when necessary;
- Driving the achievement of health and safety objectives set for his team;
- Ensuring that the necessary written appointments are in place for each employee under his supervision (e.g. first aider, mobile crane operator, etc.);
- Ensuring that all employees under his supervision attend all required training;
- Ensuring that no employee carries out any work that he is not competent to perform or has not been appointed to perform;
- Identifying training needs within his team;
- Carrying out Safety Observations and Coaching (eight per month);

- Conducting a weekly Toolbox Talk with his team;
- Leading a Daily Safe Task Instruction discussion with his team;
- Attending Health and Safety Meetings as required;
- Maintaining a Health and Safety Management Information Notice Board in the work area for which he is responsible;
- Recording, on a daily basis, a description of the day's activities as well as a breakdown (by occupation) of the personnel on site under his supervision;
- Ensuring that all Safe Work Procedures applicable to the work carried out under his supervision are adhered to and are fully implemented;
- Carrying out Planned Task Observations (four per week);
- Ensuring that emergency response procedures are understood by all employees under his supervision and that these procedures are followed in the event of an emergency;
- Reporting all incidents immediately, participating in incident investigations, communicating the lessons learnt to all employees under his supervision, and implementing corrective actions where required; and
- Carrying out workplace health and safety inspections.

Each construction supervisor must accept these responsibilities in writing as part of his appointment.

Each construction supervisor must be equipped with a mobile telephone to ensure that effective communication can be maintained for the duration of the contract.

12.3 Other obligatory legal appointments to ensure compliance if applicable

OHS Act Section/Regulation	Subject	Responsibilities
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OHS Act assigned to other person/s by the CEO
Section 19(3)	Health and Safety Committee member/s	Responsibilities as outlined in Section 20 of the OHS Act.
GAR 9(2)	Incident Investigator	Responsibilities of investigating incidents as outlined in GAR 8 & 9, and section 24.
GSR 9(1)	Welding, flame cutting operator	To ensure compliance with requirements of GAR 9.
GSR 13A(1)	Ladder Inspector	To ensure compliance with requirements of GSR 13A
Construction Reg 12(1)	Temporary works designer	To design, inspect and approve temporary works prior use.

Construction Reg 12(2)	Temporary works supervisor	To ensure temporary works operations are carried out under supervision.
Construction Reg 23(1)(d)(i)	Construction vehicle and mobile plant operator	Operate vehicles and mobile plant.
Construction Reg 24(1)(c)	Temporary electrical installations controller	Control temporary installations on construction site.
Construction Reg 24(1)(d)	Temporary electrical installations inspector	Inspect temporary electrical installations at least weekly.
Construction Reg 28(a)	Stacking and storage supervisor	Supervise stacking and storage on site.

13. Competence, Training and Awareness

Each employee (including contractor employees) must be suitably trained, competent, and must understand the health and safety hazards, risks and control measures associated with his work as required by the OHS Act 85 of 1993

The Contractor must implement systems and procedures to ensure that:

- The necessary competencies required by employees are identified (by occupation), along with selection, placement and any training requirements;

Please Note: Specific competency profiles and selection criteria (fitness for work) must be developed for all roles where significant health or safety risk exists.

Please Note: A formal training needs analysis must be carried out based on the competency profiles and a training matrix must be developed for the project.

Roles requiring technical certification, registration or licensing are identified and documented, and these roles are filled only by suitably qualified personnel;

- Minimum core health and safety skills required by employees in leadership and supervisory roles are identified and suitable training is provided including hazard identification and risk assessment, incident investigation, and health and safety interactions (i.e. Observation and coaching techniques);
- Competency-based training is provided and it includes operational controls (procedures and work instructions), management of change, and emergency response;
- All employees hold and maintain the required competencies (including appropriate qualifications, certificates and licences) and are under competent supervision;
- A site-specific induction and orientation programme that highlights health and safety requirements, procedures, and significant hazards, risks and associated control measures is in place for all new employees and visitors (understanding must be assessed);
- Personnel are trained and / or briefed on new or amended standards, rules, safe work procedures, risk assessments, etc.;
- Refresher training is carried out as required (e.g. Re-induction following an absence from site);
- Records of education, qualifications, training, experience and competency assessments are maintained on site for all employees; and
- The effectiveness of training is reviewed and evaluated.

Prior to the commencement of any work, including mobilisation and site set-up activities, the Contractor must provide, to the satisfaction of the client representative, current documentation verifying that the Principal contractor's employees, as well as the employees of any appointed sub-Principal contractors, are competent and have the necessary qualifications, certificates, licences, job skills, training and experience (as required by this specification and applicable legislation) to safely carry out the work that is to be performed.

The Contractor and contractor must ensure that the following training takes place:

- health and safety induction training pertaining to the hazards prevalent on the site at the time of entry
- training for all persons required to erect, move or dismantle temporary works structures and instruction to perform those operations safely
- training of employees working from a fall risk position
- training to work or to be suspended on a platform which includes at least:
 - how to access and egress the suspended platform safely;
 - how to correctly operate the controls and safety devices of the equipment;
 - information on the dangers related to the misuse of safety devices; and
 - information on the procedures to be followed in the case of-
 - o an emergency;
 - o the malfunctioning of equipment; and
 - o the discovery of a suspected defect in the equipment;
 - o an instructions on the proper use of body harnesses.
- Training for all operators of construction vehicles and mobile plant.

A Contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the contractor;.

Please Note: Only certified copies of certificates, licences, etc. Will be accepted.

13.1 Health and Safety Induction Training

Each employee must attend all mandatory Health and Safety Induction Training applicable to the project. No employee will be permitted to enter any project work site until he has attended this training. Each employee must carry proof that he has completed the induction training and may be removed from a site if such proof cannot be produced on request, this as required by the Construction Regulations 7(5).

Furthermore, employees must attend (where applicable) Area-Specific Health and Safety Induction Training pertaining to the particular hazards identified in the area(s) where the employees will be working. No employee will be permitted to enter a work area until he has attended the relevant area-specific training.

All visitors must receive a visitor induction briefing before entering any project work site. However, this induction does not permit a visitor to enter a site unescorted. Visitors must be accompanied at all times by an appropriately senior employee who has been fully inducted.

13.2 Specific Training and Competency Requirements

The following specific training and competency requirements must be complied with.

Please Note: An employee must be trained, assessed and found competent before he will be given authorisation to perform certain tasks or fill certain roles.

Table 13-1: Specific Training and Competency Requirements

Training	Applicable To
Health and Safety Induction	All employees, Managers and visitors
Safety Observations and Coaching (Safety Interactions)	All employees
Risk Assessment	All managers, supervisors and Safety personnel
Incident Investigation	All managers and supervisors
Safety Leadership	All managers and supervisors
Legal Liability	All managers and supervisors
Health and Safety Rep	All elected Health and Safety Representatives
First Aid Levels 2 and 3	All nominated First Aiders
Fire Fighting (Fire Extinguisher Use)*	All employees
Flag personnel	All appointed flag personnel
Permit to Work	All Authorised Persons (i.e. Permit issuers) and all Applicants (i.e. Employees who will be applying for permits)
Isolation and Lockout	All Authorised Persons (i.e. Persons who authorise work that requires Isolation and Lockout), all Isolation Officers, and all Applicants (i.e. Persons who request permission to work on systems or equipment requiring Isolation and Lockout)
Defensive Driving	All drivers of light motor vehicles (for work purposes)
Gravel Road Driving	All drivers of light motor vehicles driven on gravel roads (for work purposes)
Off Road Driving	All drivers of four-wheel drive vehicles driven off road (for work purposes)
Mobile Equipment Site Licence	All mobile equipment operators

Training must be arranged through accredited external training institutions by the Principal contractor.

14. Communication, Participation and Consultation

The Contractor must develop and maintain effective communication and consultative processes (allowing for a two-way dialogue) for the duration of the project to ensure that:

- All personnel are kept up to date with regard to health and safety matters (e.g. Hazards and risks, incidents and lessons learnt, leading practices, performance against objectives, etc.);
- General health and safety awareness levels are kept high;
- Prompt feedback is given to personnel with regard to health and safety issues or concerns that they raise; and
- Relevant, and often critical, health and safety related information (e.g. Design changes, instructions, reporting of hazardous conditions or situations, etc.) Is effectively disseminated.

This must be achieved as follows:

14.1 Toolbox Talks

The Contractor must prepare a Toolbox Talk on a weekly basis and must share it with all personnel for which the Contractor is responsible (including all sub-Principal contractors). Toolbox Talks must address health and safety issues that are relevant to the work performed on the project site(s) and must include information and / or knowledge sharing, lessons learnt from incidents that have occurred, information concerning specific hazards and / or risks and control measures to prevent injury, etc.

Attendance records must be kept and maintained in the Principal contractor's health and safety file.

14.2 Daily Safe Task Instructions (DSTI's)

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

At the start of each day or shift, prior to the start of any work, each appointed supervisor must inspect the work area for which he is responsible and ensure that it is safe. He must then conduct a DSTI with his work team specifically concerning the tasks that they will be performing during the course of the day or shift. The relevant Task-Based Risk Assessment for the activity must be used as the basis for the discussion. The correct work method must be reiterated and the identified hazards, risks and control measures must be discussed with the team (each team member must be given the opportunity to contribute and participate in the discussion).

Any team member arriving late must first be taken through the information that was discussed (work method, hazards, risks and control measures) before being permitted to start working. If the work method changes after activities have already begun, the DSTI must be revisited and updated with the team, and the changes must be signed off by the relevant Contractor Health and Safety Officer.

Every member of the work team must sign the DSTI attendance register. The attendance records must be kept and maintained in the Principal contractor's health and safety file.

The Principal contractor's Construction Health and Safety officer must evaluate the content of the DSTI's daily to ensure that they are task-specific. Furthermore, the Construction Health and Safety officer must attend at least one DSTI per day prior to the start of work. The Construction Health and Safety officer may not lead the DSTI discussions, as this is the responsibility of the appointed supervisor.

14.3 Health and Safety Meetings

14.3.1 Health and Safety Meetings

The contractor must schedule and consistently hold monthly health and safety meetings. These meetings must be chaired by the contractor's Construction / Project Manager and all project team must be in attendance.

The contractor must compile minutes of each meeting and attendance records must be kept. These records must be maintained in the contractor's health and safety file.

Note: Where there are other Contractors working in the same construction site, an interface meeting must be held every morning by all contractor's Construction Managers, CHSOs, Construction Supervisors and Health and Safety Representatives.

15. Documentation and Document Control

The Contractor must develop and maintain project-specific documentation required for the effective management of health and safety on the project.

All documents related to the Principal contractor's health and safety management system must be effectively controlled.

The Contractor must establish a process for the systematic control of health and safety records and related data. Controls must be in place for the creation, receipt, secure storage, maintenance, accessing, use and disposal of such records and data.

The confidentiality and security of records and data must be maintained in a manner that is appropriate for the nature of the records and data, and in accordance with any applicable data or privacy protection legislation.

15.1 Contractor Health and Safety File Requirements

The contractor must compile and maintain a file containing all necessary health and safety related documentation. The client should provide construction work permit to be displayed and kept on site at all times. The contents of the file will be audited by Client's Health and Safety Agent / Representative on a monthly basis.

Required documentation includes, but is not limited to, the following:

- Letter of Good Standing from the Workman's Compensation Commissioner (where applicable) must have DoL stamp;
 - Proof of Public Liability Insurance;
 - Scope of Work under the contract;
 - List of Contacts and their Telephone Numbers;
 - Health and Safety Policy;
 - Approved Contractor Health and Safety Management Plan;
 - Organisational Chart for the project;
 - Appointment Letters (appointment of the contracting company, and appointments for all persons with health and safety related responsibilities);
 - Notifications to the relevant authorities that construction work is in progress e.g. CWP;
 - Baseline and Task-Based Risk Assessments;
 - Health and Safety Objectives, and associated Improvement Action Plans;
 - Safe Work Procedures, Work Instructions and Work Method Statements;
 - Planned Task Observations;
 - A dossier (Equipment Profile) for each fuel-driven vehicle or machine;
 - Inspection Registers, Forms and Checklists (e.g. for portable electrical tools, ladders, safety harnesses, light vehicles, mobile equipment, lifting equipment and lifting tackle, first aid boxes, fire extinguishers, etc.);
 - PPE Issue Registers;
 - Material Safety Data Sheets;
 - Emergency Response Procedures;
 - Incident Records;
 - A dossier (Employee Profile) for each employee containing:
 - a) A copy of the employee's Identity Document or Passport;
 - b) Certificate of Fitness (Pre-Employment Medical Examination);
 - c) Proof of Induction Training;
 - d) Other Training Records;
 - e) Copies of Qualification Certificates and / or Certificates of Competency; and
 - f) Copies of Licences;

The contractor must ensure that an equivalent file is compiled and maintained by each appointed sub-contractor.

16. Construction Work Permit

Where applicable the client will apply and issue the contractor with Construction Work Permit (CWP) from the Department of Employment and Labour. The contractor must comply with all the requirements of the Construction Work Permit. The CWP site specific number must be conspicuously displayed at the main entrance To the site for which the number is assigned.

17. Operational Control

For project operations and activities, the Contractor shall implement and maintain:

- Operational controls, as applicable to the organization and its activities;
- The organization shall integrate those operational controls into its overall OH&S Management System;
- Controls related to purchased goods, equipment and services;
- Controls related to Principal contractors and other visitors to the workplace;
- Documented procedures, to cover situations where their absence could lead to deviations from the OH&S policy and the objectives;
- Stipulated operating criteria where their absence could lead to deviations from the OH&S policy and objectives.

17.1 Safe Work Procedures

The Contractor must develop, document and implement Safe Work Procedures for all activities involving significant health or safety risk. These procedures must detail the control measures required to effectively manage the health and safety risks associated with the work activities.

Each Safe Work Procedure must be consistent with the Task-Based Risk Assessment completed for the activity.

Every person engaged in an activity for which a Safe Work Procedure has been developed must receive suitable training on the procedure.

17.2 Management Participation and involvement CR 8

17.2.1 Visible Felt Leadership (VFL) and Safety Observations and Coaching (SOC's)

The Principal contractor's supervisory personnel (i.e. Managers and supervisors) must participate in the project's Visible Felt Leadership (VFL) programme. Each manager and each supervisor must, as part of his normal duties, perform Safety Observations and Coaching (SOC's). The intention of this programme is to encourage interaction between supervisors and workers concerning health and safety matters in order to:

- Reinforce behaviours consistent with standards, procedures and management system requirements;
- Correct behaviours inconsistent with standards, procedures and management system requirements; and
- Verify whether employees have the necessary training, certification, equipment, etc.

17.2.2 Planned Task Observations

All Principal contractor, management supervisors must perform Planned Task Observations (PTO's) to verify that the control measures that have been identified in Safe Work Procedures (and associated Risk Assessments) are being adhered to and are being properly implemented, and to provide guidance where deviations are noted.

Each supervisor must complete at least one PTO per week involving one or more employees in his work team.

17.3 General Rules of Conduct

All persons are required to conform to the following rules of conduct while on the site.

The following acts are prohibited:

- Engaging in practical jokes, horseplay, scuffling, wrestling, fighting, or gambling;
- Assault, intimidation, or abuse of any person;
- Insubordination towards any supervisor or manager;
- Refusing to carry out a reasonable and lawful instruction concerning health and safety;
- Entry into any restricted area (including barricaded areas), unless authorised to do so by the responsible person;
- Unauthorised use / operation of any equipment or machinery;
- Negligently, carelessly or wilfully causing damage to any property;
- Destroying or tampering with safety devices, signs, or signals;
- The use of water from fire hydrants or hose reels for any purpose other than extinguishing a fire;
- The wilful and unnecessary discharging of fire extinguishers;
- Refusing to give evidence or deliberately making false statements during incident investigations;
- Bringing alcohol, drugs, or any other intoxicating substance onto site;
- Bringing a firearm, ammunition, or any other offensive weapon onto site;
- Bringing animals onto site;
- Running, except in an emergency;
- The use of an ipod (or similar) whilst working on site;
- Sleeping on the job;
- Building fires on site, unless in a suitably constructed barbequing facility; and
- Pouring / pumping / flushing any substance (chemical / hydrocarbon / waste water) into a storm water drain, onto bare soil, or into any area where the substance is not effectively contained.

Any of the above actions may result in the temporary or permanent removal of the offending person(s) from site, as well as possible prosecution. The decision of the client representative shall be final and binding in respect of any dispute that may arise from the interpretation of these requirements.

17.3.1 Alcohol, Drugs and Other Intoxicating Substances

The Contractor must ensure that all personnel under his authority do not at any time enter the site or perform any work whilst under the influence of alcohol, a drug, or any other intoxicating substance.

A drugs and alcohol testing program will be implemented. Persons entering the site will be tested. Any person who tests positive for alcohol or drug consumption will be subject to disciplinary action and shall be permanently removed from the site.

Any person have the opportunity to rather report that he/she is under the influence before accessing the project site – in these case the employee may only be send home for the day by the responsible project manager representative but will then be tested for the following five days (each day) on his return to the project site. If it is found that the same person is frequently reporting that he/she is under the influence before even accessing the project site. It shall be the responsibility of the client representative to take disciplinary action and remove such a person's form the project site.

Note: All personnel involved in an incident / accident must immediately be subjected to an alcohol test and a drug test as part of the investigation.

17.4 Site Establishment and Rehabilitation

The contractor shall ensure that all Risk Assessment including method statements should be submitted to the TPT Health and Safety Representation before work can commence and aligned themselves with Environmental requirements.

17.5 Signs and Notices

The Contractor must ensure that all required safety signs and notices are prominently displayed in accordance with the applicable legislation and good safety practice.

Signs and notices must be in English as well as any other language(s) commonly spoken on the project site.

All symbolic signs must comply with the applicable national standards.

No person may deface or damage any safety sign or notice. No person may remove or alter any safety sign or notice unless authorised to do so.

17.6 Machinery

The Contractor must ensure that all plant and equipment brought onto the site is:

- Appropriate for the type of work to be performed
- Approved, inspected, tested, numbered and tagged (if appropriate) before being brought onto site
- Properly maintained in accordance with the manufacturer's recommendations; and
- Placed on a register and checked at least once per month or as required by the applicable legislation.

The Contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good working order.

Should any plant or equipment become inoperable for a period that is having or will have a significant impact on the work schedule, the Contractor must, on instruction from the client representative, remove the out of service plant or equipment and replace it with similar fully operational plant or equipment at no additional cost.

No item of plant or equipment delivered to site for use on the contract may be removed from the site prior to the completion of the contract without approval in writing from the client representative.

17.7 Cranes and Lifting Equipment

Should there be a need for the utilisation of the lifting equipment, the contractor must comply with Construction Regulations 22 and all other legislations that are applicable to cranes and lifting equipment.

17.8 Permit to Work

All personnel must comply with the Permit to Work system applicable to the project.

A Permit to Work must be obtained before carrying out any work that involves:

- A hazardous energy source or system, including electricity, compressed fluids (e.g. hydraulics and pneumatics), chemical substances (e.g. toxic, corrosive, flammable or explosive gases and liquids), heat (e.g. steam), radiation, and machinery or materials with potential energy (gravitational and elastic) – isolation and lockout may be required;
- Confined space entry;
- Working at height;
- Hot work outside of designated workshops;
- Excavation; or
- A service (e.g. water supply, fire suppression systems, etc.).

17.9 Isolation and Lockout

Isolation and lockout procedures that make it impossible to inadvertently energise any system, plant or equipment so isolated, must be in place for all work where hazardous energy sources exist, including electricity, compressed

fluids (e.g. hydraulics and pneumatics), chemical substances (e.g. toxic, corrosive, flammable or explosive gases and liquids), heat (e.g. steam), radiation, and machinery or materials with potential energy (gravitational and elastic). These procedures must be strictly enforced.

All personnel must comply with the isolation and lockout system and procedures applicable to the project.

All Isolation and Lockout Procedures must incorporate the following basic requirements:

- The issuing of a formal Permit to Work for any work that requires the isolation of any system, plant or equipment;
- The use of defined Equipment, Discipline and Personal Locks and multiple lockout systems (i.e. Isolation Bars and lockout hasps);
- Clear identification of all isolation and lockout points ensuring there is no duplication;
- Isolation of the main energy source;
- The use of slip plates or the blanking off of pipelines or ducting, in addition to the chaining and locking of valves, as determined by a risk assessment;
- Suitable methods of preventing the movement of equipment; and
- Methods to test the effectiveness or completeness of the isolation.

Note: In the case of electrical isolation, a test for voltage must be carried out, after the switching device, to ensure the absence of voltage.

- The Isolation Officer must place the key to the Equipment Locks on an Isolation Bar (at a Lockout Station) and must then attach a Discipline Lock (to prevent the key from being removed) before issuing a Clearance Certificate;
- The Discipline Lock must remain in place when handing over to subsequent shifts. All Discipline Locks for a particular discipline (e.g. low voltage electricity) must be keyed-alike so that any Isolation Officer appointed for that discipline (and issued with a key) can open any of the Discipline Locks used for that discipline.
This enables an Isolation Officer to de-isolate equipment that may have been isolated by another Isolation Officer during an earlier shift. Appointed Isolation Officers for a particular discipline are the only persons permitted to hold keys to the Discipline Locks used for that discipline.

17.10 Electrical Safety

All electrical work must be carried out by competent personnel in accordance with all legal requirements, codes, design criteria and safety standards applicable to the project.

Each Contractor carrying out electrical work on the project site(s) must develop, document and implement Safe Work Procedures that are aligned with the requirements of this standard.

All persons who will be carrying out electrical work must be certified against the requirements of job and equipment-specific electrical competency standards for the project, which must address job and equipment-specific Safe Work Procedures.

Each person potentially exposed to electrical hazards must receive electrical hazard training at the commencement of his employment on site and thereafter on an annual basis. The training must address the equipment and conditions specific to the area where the individual will be working. The training material must be documented and training records must be kept.

17.10.1 High Voltage Power Lines

Before any mobile equipment (such as a crane, bulldozer, back-actor, boom truck or drill rig) is mobilised to a work site, an assessment must be carried out (including a thorough inspection of the work site and the access route) in order to clearly identify any overhead or underground power lines.

A system must be in place to mitigate the risks associated with working in close proximity to power lines and suitable measures must be taken to prevent personnel or equipment from coming into contact with power lines. Extreme caution must be exercised.

Where possible, exclusion zones (based on minimum clearance distances specified by the electrical power utility or the client representative) must be created with rigid barriers and warning signs.

Only in exceptional circumstances, and then only after a detailed method statement and risk assessment has been approved, all necessary mitigation or control measures are in place (including the use of a spotter), and a Permit to Work has been issued by the client representative, may equipment be operated within one boom length of energised overhead power lines. Suitable protective insulating barriers may need to be used.

If possible, the power lines must be de-energised and isolated while the work is carried out.

All equipment operators and rigging personnel must be trained in the hazards and the applicable safe approach distances (exclusions zones) associated with overhead power lines.

A procedure must be in place for the evacuation of mobile equipment or a vehicle in the event of accidental contact with power lines. All operators must be trained in this procedure and must follow it implicitly.

Note: Works on, over, under or adjacent to Railway Lines and near High Voltage Equipment must comply with Transnet E7/1 Specification.

17.10.2 Welding

The contractor shall comply with General Safety Regulations 9.

17.10.3 Compressed Gas Cylinders

The contractor must establish a suitable storage area for oxygen, acetylene, LPG and argon cylinders in compliance with the following requirements:

- Compressed gas cylinders must always stand upright (i.e. when being used, stored or transported) and must be properly and individually secured to prevent them from falling over.
- Cylinders must be protected from flame, heat and from being struck by moving equipment and falling objects.
- When handling gas cylinders (whether full or empty), care must be taken to prevent sudden impacts.
- Whenever a cylinder is not in use, the protective cap must be in place to prevent the valve from being damaged.
- Gas cylinders may not be carried, dragged, rolled or slid across a floor or surface.
- When gas cylinders are to be moved / used, they must be placed in a proper cylinder trolley fitted with a 1.5kg dry chemical powder fire extinguisher.
- Gas cylinders may not, under any circumstances, be used as rollers or work supports.
- If transported by crane, hoist or derrick, compressed gas cylinders must be placed in a suitable cradle, net or skip box. Cylinders may NEVER be lifted using wire rope, fibre rope, a web sling or a chain sling. Before moving / transporting a gas cylinder, the regulator must be removed and the protective valve cap must be replaced. Gas cylinders may not be taken into a confined space. Gas hoses that are run into a confined space must be removed during breaks.

- Cylinder valve keys must be in place. If no suitable valve key is available then the cylinder may not be used. Nothing but the manufacturer-supplied key may be used to open the valve.
- A flashback arrestor and a check valve (non-return valve) must be installed between the regulator and the hose and between the hose and the torch on the oxygen line and on the fuel (acetylene) line.
 - Connection fittings may not be forced and safety devices associated with cylinder valves or regulators may not be altered / tampered with.
 - Gas hoses may not be joined. Only approved hose connectors of the crimp type are permitted. Wire and jubilee clamps are prohibited.
 - Only high quality ancillary equipment may be used. This includes flashback arrestors, hoses, clamps, spindle keys, nozzles and torches.
 - Only trained and competent personnel may operate gas welding / cutting equipment and appliances.
 - When an employee opens the valve to a cylinder, he must stand to one side and open it slowly. Valves may never be left partly open – they must either be closed or be opened fully.
 - Leaking cylinders must immediately be removed from service and the workplace (if it is safe to do so). Suitable firefighting equipment must be at hand wherever gas cylinders containing oxygen and / or fuel gas are being used.
 - Gas cylinders must be prevented from coming into contact with electrical circuits, e.g. welding leads. Never strike an arc on a cylinder.
 - Oxygen may only be used for the purpose for which it is provided. Do not use oxygen in pneumatic tools or tyres, as an explosion may occur.
 - Empty cylinders must immediately be marked as such and must be removed to the cylinder storage area at the end of each day / shift.

17.10.4 Portable Electrical Equipment

The contractor shall comply with Electrical Machinery Regulation 10.

17.11 Electrically Powered Tools and Equipment

All powered hand tools, such as circular saws, drills, chainsaws, percussion tools, jigsaws etc., must be equipped with a constant pressure switch that will shut off the power when the pressure is released. (Exception: this requirement does not apply to concrete vibrators, concrete breakers, powered tampers, jack hammers, rock drills, and similar hand operated power tools).

Electrical power tools must be of the approved double-insulated type. The electric cord, pneumatic or hydraulic supply line of powered tools must not be used for hoisting or lowering of the tool.

Loose clothing, jewellery or gloves that could get caught in the tool must not be worn when operating powered tools. Operators of powered tools who have long hair must keep their hair tied up.

The power source must be disconnected from the tool before making any repairs, servicing, adjustments, or replacing attachments such as drill bits.

17.12 Pneumatically Powered Tools and Equipment

Pneumatic powered tools must only be driven by filtered compressed air with an in-line lubrication system, or be lubricated prior to use if there is no in-line lubrication system. When using pneumatic powered tools the designated tool pressure must be attained by the use of a regulator.

Pneumatic powered tools must be disconnected when not in use. They must not be disconnected from the air supply until all the residual pressure has been released or contained by a shut-off device. Hoses must not be kinked as a means of containment.

Employees operating pneumatic powered tools, and any potentially affected employee in the vicinity of use, must wear suitable personal protective equipment.

All rotary compressed air tools (e.g. drills) must have the rated revolution per minute (RPM) permanently marked on the casing. Only attachments of compatible RPM must be used with these machines.

The actual RPM of the tool must be checked every three months to ensure that the speed is as rated to manufacture specifications.

Pneumatic powered tools must be secured to the air supply hose by an approved positive means to prevent the tool from becoming accidentally disconnected. Safety clips or retainers must be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.

All pneumatically driven nailers, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100 kPa pressure at the tool, must have a safety device on the muzzle to prevent the tool from ejecting fasteners unless the muzzle is in contact with the work surface.

Compressed air must not be used for cleaning purposes except where reduced to less than 30 kPa, and then only with effective chip guarding and personal protective equipment in place. The 30 kPa requirement does not apply to concrete form, mill scale and similar cleaning purposes. The use of compressed air for cleaning purposes must be approved by the client representative. Compressed air must not be pointed at any part of the body or used for cleaning clothing.

Airless spray guns of the type which atomize paints and fluids at high pressures must be equipped with automatic or visible manual safety devices which will prevent pulling of the trigger to prevent release of the paint or fluid until the safety device is manually released. A diffuser nut which will prevent high pressure, high velocity release while the nozzle tip is removed, plus a nozzle tip guard which will prevent the tip from coming into contact with the operator, or other equivalent protection must be provided in lieu of the above.

Abrasive cleaning nozzles must be equipped with an operating valve, which must be held open manually to enable operation. A support must be provided on which the nozzle may be mounted when it is not in use.

17.13 Fuel Powered Tools and Equipment

Fuel powered tools must be shut down and allowed to cool before being refuelled, serviced, or maintained. Fuel must be transported, handled, and stored in approved fuel containers. Where possible, diesel driven engines must be used in preference to petrol driven engines. All fuel powered tools must be included on the Principal contractor's Equipment Register and the register must be submitted to the client representative prior to the relevant work commencing.

When fuel powered tools are used in enclosed spaces, the space must be ventilated and the atmosphere monitored to measure toxic gas concentrations. Persons in the space must wear the necessary personal protective equipment. Confined Space Entry clearance may apply. This type of activity must only be undertaken in exceptional circumstances and requires the approval of the client representative.

17.14 Hydraulically Powered Tools and Equipment

Hydraulic powered tools must use only approved fluid that retains its operating characteristics at the most extreme temperatures to which it will be exposed. The manufacturer's stated safe operating pressures for hoses, valves, pipes, filters and fittings must not be exceeded.

Only manufacturer approved hoses, valves, pipes, filters and fittings must be used.

17.15 Hand Tools

Employees required to use hand tools must receive training relevant to the tool and have their competency assessed in the operation, inspection and maintenance of the tool. Where necessary, additional applicable personal protective equipment must be worn when using hand tools.

Wrenches, including adjustable, pipe, end, and socket wrenches, must not be used when the jaws are sprung to a point where slippage occurs. Impact tools such as drift pins, wedges and chisels, must be kept free of mushroomed heads. The wooden handles of tools must be kept free of splinters or cracks.

Adjustable wrenches must not be used in lieu of ring or open-end type spanners, unless a risk assessment has been conducted and the use of the adjustable wrench is approved by the client representative. Wherever possible, ring spanners must be used in preference to open end spanners.

Correct hand tools for the job must be used, e.g. screwdrivers must not be used as chisels, and pliers must not be used as hammers.

All wedges and drifts that may spring, fly or fall to lower levels upon impact must be fitted with an attachment which attaches a safety "lanyard" to a solid structure to restrain the impact tool from becoming a projectile.

Purpose built tools and equipment may not be used unless a risk assessment has been conducted and authorised by the client representative.

17.16 Angle Grinders

The following personal protective equipment must be worn when using angle grinders:

- Safety helmet;
- Gloves;
- Safety glasses (or safety goggles) and a full face shield (i.e. double eye protection);
- Overalls with long sleeves and long pants, avoid any form of loose clothing;
- Safety boots with steel toe protection;
- Hearing protection;
- Breathing apparatus where dust or fumes may be generated;
- Where grinding machines are used, a face shield is to be worn as extra protection to the safety glasses; and
- Certain tasks may require the use of a leather apron as determined by a risk assessment.

17.17 Inspection of Equipment and Tools

All tools must be inspected by the user before, during and after use. If any faults are identified, the tool must be taken out of service and not used until repaired. Faulty tools that are not able to be repaired must be tagged "out of service" and removed from site.

17.18 Manual Handling and Vibration

Any handling or lifting task that can only be done manually must be planned and rehearsed before the task is done. If more than one person is involved in a task a communication procedure must be agreed in advance. Lowering the load must be done in a controlled manner. Dropping a load is dangerous and must be avoided.

As a guideline 25 kg is considered to be the limit of what a person can safely handle. Where there are loads exceeding 25 kg the risk of handling the load must be mitigated to assure minimal potential for any injury.

When mechanical lifting aids are provided, they should be used.

Extra care should be taken when lifting awkwardly shaped objects.

Position the feet correctly. The feet should be placed hip-width apart to provide a large base. One foot should be put forward and to the side of the object, which gives better balance.

Bend or 'unlock' the knees and crouch to the load. The weight will then be safely taken down the spine and the strong leg muscles will do the work.

Get a firm grip. The roots of the fingers and the palm of the hand should grip the load. This keeps the load under control and permits it to be distributed more evenly.

17.19 Personal Protective Equipment

The contractor shall comply with General Safety Regulation 2.

17.20 Sun Protection

The Contractor must ensure that all personnel are protected in sunlight through the use of long sleeve shirts, long trousers, brims to safety helmets and UV factored sunscreen. Shade structures must also be made available to all employees.

The Contractor must conduct training and awareness sessions with his employees, advising on the risks associated with working in the heat (including dehydration) and the precautions to be taken (e.g. ensuring adequate fluid intake).

17.21 Fuel / Flammable Liquid Storage and Refuelling

The Contractor must comply to the General Safety regulations 4.

17.22 Fire Protection and Prevention

The Contractor must compile a Fire Protection and Prevention Plan for the work that will be carried out on site.

The Contractor must comply with Construction Regulations 29 and in addition must comply with environmental regulation for workplaces 1987 .

Over and above the following should be complied to:

All fire extinguishers (and any other firefighting equipment) placed on site must be:

- Conspicuously numbered;
- Recorded in a register;
- Visually inspected by a competent person on a monthly basis (the results of each inspection must be recorded in the register and the competent person must sign off on the entries made); and Inspected and serviced by an accredited service provider every year.

Any fire extinguisher that has a broken seal, has depressurised, or shows any sign of damage must be sent to an accredited service provider for repair and / or recharging. Details must be recorded in the register.

The Contractor must compile an emergency response procedure detailing the actions that must be taken in the event of a fire or a fire / evacuation alarm.

Each vehicle used on site for work purposes and each item of mobile equipment with a diesel or petrol engine must be fitted with a permanently mounted fire extinguisher.

Whenever any work is carried out involving the use of a flammable substance / material, the area must be cordoned off and appropriate warning signage (i.e. "No Unauthorised Entry", "No Smoking" and "No Naked Flames") must be displayed.

17.23 Smoking

The Contractor must not permit smoking on site except within designated smoking areas selected in accordance with the applicable legislation. Such an area must be clearly demarcated and the required signage must be displayed. In all designated smoking areas, adequate non-combustible commercial ashtrays and / or cigarette butt receptacles (butt cans) must be provided.

Ashtrays and other receptacles provided for the disposal of smoking materials must not be emptied into rubbish bins or any other container holding combustible materials.

"No Smoking" signs must be strictly observed.

17.24 Housekeeping

The Contractor must comply to Construction Regulations 27 and in addition must comply with Environmental Regulation for Workplaces 1987.

The Contractor must carry out housekeeping inspections on a weekly basis to ensure maintenance of satisfactory standards. The Contractor must document the results of each inspection. These records must be maintained and must be made available to the client representative on request.

Where the Contractor fails to maintain housekeeping standards, the client representative may instruct the Contractor to appoint a dedicated housekeeping team for the duration of the project at the Principal contractor's expense.

17.25 Stacking and Storage

The Contractor must comply to Construction Regulations 28 and in addition must comply with the provisions for the Stacking of Articles in the General Safety Regulations, 2003.

No equipment, tools, files or documents may be stored or stacked on top of cupboards which are higher than 1.5 metres in height.

17.26 Ladders

All ladders used on site must be of sound construction and adequate strength.

Only non-conductive ladders made of wood or fibreglass may be used for electrical work or work being performed in proximity to energised electrical equipment. Metal ladders and ladders with metal reinforcing may not be used.

All ladders must be numbered, listed in a register, and inspected by a competent person on a monthly basis (the results of each inspection must be recorded in the register).

Before using a ladder, the user must inspect it for damage.

Ladders with missing, broken, cracked or loose rungs, split stiles, missing or broken spreaders (stepladders) or any other form of damage or defect may not be used.

A damaged ladder must be removed from service (and tagged, "Out of Service") without delay and must then either be repaired (if possible) or destroyed to prevent further use.

Persons must receive instruction in the correct use and proper care of ladders.

Ladders may only be used as a means of access and egress. The use of ladders as working platforms is prohibited, except for inspection and carrying out minor tasks (i.e. light work and short duration) such as changing a light bulb.

Ladders may not be positioned horizontally and used as walkways or runways or as scaffolding.

All portable ladders must be fitted with non-skid safety feet (or some other means to prevent the base of the ladder from slipping) and the feet must always be placed (stand) on a firm level surface.

The use of bricks, stones, wood or any other material to level the stiles of a ladder is prohibited.

Ladders may not be placed on movable bases such as boxes, tables, trucks, etc.

The base or foot of a ladder must always be secured to prevent it from slipping. The ladder must be held by an assistant if the base cannot be secured in any other way (e.g. tied off).

A straight ladder must extend at least one metre above its support (or above the working platform that it is providing access to). The top of the ladder must be tied off (or otherwise secured to its support) to prevent accidental movement.

A straight ladder must be placed at a safe angle, i.e. tilted at a ratio of approximately 4:1, meaning that the base of the ladder must be one metre away from the wall (or other vertical surface) for every four metres of height to the point of support.

A stepladder may never be used as a straight ladder. A stepladder must be opened fully and the spreaders must be locked securely.

When using an extension ladder, at least four rungs must always overlap at the centre of the ladder.

Ladders may not be joined together unless they have been specifically designed and manufactured for that purpose.

A suspended ladder (i.e. not standing on a base) must be attached in a secure manner to prevent undue swinging or swaying, and to ensure that it cannot be displaced.

A ladder may not be placed against a window, glass or any other material which is unlikely to withstand the force exerted on it by the top of the ladder.

A ladder may not be placed in front of a door or window that opens towards the ladder unless the door or window has been locked or barricaded.

When a ladder is used near an entrance or exit, the base of the ladder must be barricaded.

Materials and / or equipment may not be placed in close proximity to the base or landing of any ladder.

When ascending or descending a ladder, a person must always face the ladder and use both hands (i.e. maintain three points of contact).

Nothing may be carried up or down a ladder if it prevents the person from holding on to the ladder with both hands. Tools must always be properly secured. This can be achieved by attaching them to the wrist using lanyards or placing them in a tool belt around the waist. Tools and materials may also be carried in a bag over the shoulder or hoisted to the landing using a tool bag and rope.

Only one person at a time may use (i.e. be positioned on) a ladder.

No person may stand or step above the third rung from the top of a straight ladder or above the second highest step of a stepladder.

Overreaching from a ladder is prohibited. If the target is not within comfortable reach, the person must climb down and reposition the ladder.

No person may run up or down a ladder, or jump from the lower rungs or steps to the ground.

All ladders must be properly maintained and cared for.

Ladders must be stored under cover and should be hung in a horizontal position from several brackets.

No ladder may be left lying on the ground or be left exposed to the weather. A ladder left lying on the ground presents a tripping hazard and it may be damaged by vehicles running over it.

No ladder may be left in such a position where it may fall over, be accidentally knocked over, or be blown over by the wind.

Ladders may not be painted, as the paint may conceal damage, defects, labels or other markings.

Instead of paint, clear varnish or wood oil may be used to preserve wooden ladders.

Ladders must be kept clean, as dirt may conceal damage or defects. Oil or grease accumulation on the rungs of a ladder may cause a person to slip.

Before making use of a ladder, each person must make an effort to remove mud, oil, grease, etc. from his boots.

17.27 Facilities

The Contractor must comply to Construction Regulations 30 and in addition must comply with the provisions in the Facilities Regulations, 2004

17.28 Hazardous Chemical Substances

The Contractor must comply to Hazardous Chemical Substances Regulations

17.29 Fitness for Work

The Contractor must comply to General Safety Regulation 2A.(Intoxication)

The Contractor must develop and implement a programme to manage employee fitness for work. All employees working on site for whom the Contractor is responsible (i.e. direct employees of the Contractor as well as the employees of any appointed contractors) must be subject to this programme.

All safety critical jobs (i.e. roles where fatigue or other causes of reduced fitness for work could lead to serious injury, illness or death to employees, significant equipment / plant damage, or significant environmental impact) must be identified and the risks associated with reduced fitness for work in these roles must be assessed.

Sleep deprivation during shift work or from excessive working hours is a known cause of fatigue. Fatigued employees are at increased risk of accidents. Shift system design must consider:

- The effect on worker fatigue;
- The effects of activities carried out during scheduled and overtime hours;
- The impact on sleep cycles of activities such as commuting to and from site; and
- The monitoring and control of working hours.

All employees engaged in safety critical jobs must undergo fitness assessments (medical examinations) which must be carried out prior to the commencement of employment on the project, prior to a change in role, periodically based on an employee's individual risk profile, and on termination of employment on the project by a registered occupational medical practitioner:

- Pre-Employment Medical Examination – to assess the physical suitability of the person for the role and environment in which he will work (carried out prior to the commencement of employment on the project and prior to induction);
- Periodic (Surveillance) Medical Examination – to assess the ongoing physical condition of an employee to determine if his role is impacting on his health and whether the employee's fitness level is still adequate for the role he holds (these medical examinations are "risk driven" – the specific protocol followed and the frequency of the examinations will depend on the applicable legal requirements and the employee's individual risk profile as determined by his personal fitness, the nature of his role / duties, and the environment in which he

works / occupational health hazards to which he is exposed). The periodic medical assessment programme must include:

- ♦ The identification of modifiable risk factors that may impact fitness for work;
- ♦ Education and support to maintain health or address identified risk factors; and
- ♦ Education and support to help employees regain their fitness for work.
- ♦ Role Change Medical Examination – to assess an employee's physical suitability for a different role and work environment (carried out prior to a change in role / duties);

Exit (Post-Employment) Medical Examination – to determine the total physical impact of the work the employee performed (carried out on termination of employment on the project if the employee worked on the project site for more than three months).

Note: The medical examinations described above may only be carried out by an occupational medical practitioner (i.e. a medical doctor who holds a qualification in occupational medicine).

17.30 HIV / AIDS

The Contractor must assess the risks posed by HIV. Appropriate mitigation strategies must be implemented as required.

Discrimination towards employees on the basis of actual or perceived HIV status is forbidden.

All information on the HIV status and condition of employees and community members, including that relating to counselling, care and treatment and receipt of benefits, must be maintained in medical confidence.

HIV / AIDS screening may not be a requirement for recruitment or a condition of employment.

18. Occupational Hygiene

TPT Occupational health must provide the Contractor with the health risk assessment in respect of existing Occupational Health Risk on Sites. Additionally an Occupational Health Program for monitoring the existing Occupational health Risk will be given to the Contractor

The Contractor must conduct an Occupational Health Risk Assessment in respect of their trade.

18.1 Thermal Stress

The Contractor must comply to Environmental Regulations for workplaces 2 and in addition to the following:

When a risk of thermal stress is identified, the following exposure controls must be implemented:

- An acclimatization period for new workers and those returning from extended leave or sickness;
- Training in the recognition of signs and symptoms of heat or cold stress, emergency procedures and preventative measures;
- Protective observation (buddy system or supervision); and
- A requirement for self-paced working.

The following exposure controls must be considered by a competent person:

- Work / rest regimes and job rotation based on measurements conducted;
- Suitable rest areas with a provision of cool drinking water and cool conditions for high temperatures, or provision of warm drinks and warm conditions for cold temperatures;
- Selection of appropriate clothing or other PPE for extreme temperature conditions;
- The use of engineering controls; and
- Undertake hot / cold tasks during a cooler / warmer time of the day.

Where thermal stress is assessed to be a risk, the operation must develop a suitable emergency response plan.

18.2 Measuring and Monitoring

The Contractor must comply to Hazardous Biological Agents Regulations 7 and Hazardous Chemical Substance Regulations 5

A plan for measuring and monitoring occupational exposure must be developed and it must include:

- Detail of what must be measured and monitored, based on a risk assessment and / or identified legal or other requirements;
- The frequency of measurement and monitoring;
- A description of the necessary equipment;
- Data quality requirements and controls (including details on the sample size for statistical validation and any rejection criteria);
- The sampling and analysis method(s) including any laboratory certification requirements; and
- The competency requirements for persons carrying out workplace monitoring.

Each instrument and item of equipment used for occupational exposure measurement and / or monitoring must be:

- Properly maintained to ensure compliance with legislative requirements;
- Controlled and safeguarded from unintentional adjustments;
- Suitably stored and protected from damage; and
- Calibrated or verified against a traceable standard at specific intervals (calibration records must be retained).

Each analytical laboratory service that is used must have implemented a credible quality assurance or quality control program.

All monitoring results obtained must be analyzed on a regular basis to:

- Identify trends and potential exceedances of legal or other requirements (such as Occupational Exposure Limits);
 - Identify inconsistent or unusual results;
 - Evaluate the effectiveness of existing control measures;
 - Measure performance against stated objectives; and Identify continual improvement opportunities.
- Each exceedance of a specified requirement or limit must be recorded, investigated and reported. Appropriate corrective actions must be identified and implemented.

19. Structure

A Contractor must ensure that, all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

No structure or part of a structure is loaded in a manner which would render it unsafe; and all drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other Principal contractors, the client and the client's agent or employee.

An owner of a structure must ensure that;

- Inspections of that structure are carried out periodically by competent persons in order to render the structure safe for continued use;
 - That the inspections contemplated in paragraph (a) are carried out at least once every six months for the first two years and thereafter yearly;
 - The structure is maintained in such a manner that it remains safe for continued use;
 - The records of inspections and maintenance are kept and made available on request to an inspector.

20. Emergency Preparedness and Response

The Contractor must develop, implement, test and maintain an Emergency Response Plan (incorporating emergency evacuation procedures) that focuses specifically on the Principal contractor's team and work activities. The plan must be risk-based and must detail the procedures that must be followed when responding to all potential emergency scenarios such as a medical emergency (including first aid response), a fire, an explosion, a hazardous substance spill, flooding, rescue from height, rescue from a confined space, etc.

The Principal contractor's Emergency Response Plan must be aligned with the Emergency Response Plan developed for the project.

Potential off-site emergency scenarios must be included (e.g. emergency scenarios related to the transport of personnel, the transport of hazardous materials, and personnel performing work in remote locations).

Consideration must be given to neighbours, and to the availability and capability of local emergency services. Details of any arrangements with external emergency response service providers must be included.

The Emergency Response Plan must satisfy and comply with all applicable legal requirements.

The plan must be adequately resourced to ensure effective implementation. These resources must include appropriate personnel, external emergency response service providers, emergency response equipment, and warning devices. All equipment and warning devices must be identified, maintained and tested to ensure availability at all times.

Accountability for the Emergency Response Plan must be clearly defined. An Emergency Response Team (ERT) responsible for the implementation, management and execution of the Emergency Response Plan must be established. The roles and responsibilities of each team member must be clearly defined in the plan. Each team member must receive appropriate training to ensure that each role is performed competently.

The process for managing incident communication, notification, and reporting must be incorporated into the Emergency Response Plan. The responsible person(s) must be clearly identified, and the protocols for communicating with internal and external stakeholders must be defined.

Emergency evacuation procedures must be developed and included in the Emergency Response Plan.

A copy of the plan must be provided to the client representative for approval prior to site establishment.

The Emergency Response Plan must be formally reviewed (and amended if necessary) at least on an annual basis, to ensure that it remains appropriate and effective on emergency situations.

The Contractor must ensure that:

- A suitable evacuation alarm (siren) must be provided. If work is to be carried out in proximity to an existing operational plant, the alarm provided by the Contractor must be distinctly different (in terms of the sound that it generates) to any alarm installed in the operational plant. All persons working in an area where an evacuation alarm is sounded must respond to it immediately.
- Suitable fire-fighting equipment must be provided and maintained, and personnel must be trained in fire-fighting procedures and the use of fire-fighting equipment.
- Suitable first aid equipment and supplies must be provided and maintained, and an adequate number of appropriately trained First Aiders must be in place.
- Emergency assembly points positioned in safe locations away from buildings, plant and equipment must be designated (and conspicuously signposted). In the event of an evacuation, all persons (i.e. personnel and visitors) must assemble and be accounted for at these emergency assembly points.
- All personnel must receive awareness training on the applicable emergency response procedures, and all visitors entering the site must be properly instructed in these procedures.
- The emergency response procedures must be displayed on each notice board.
- A diagram (site plan) indicating evacuation routes, emergency assembly point locations, and the positioning of emergency equipment (fire extinguishers, first aid boxes, etc.) must be prominently displayed in all buildings and plants, in all offices, on all notice boards, and in other locations on the site as may be required.
- An up-to-date list of emergency telephone numbers must be compiled and maintained. A copy of this list must be posted at each site entrance, in each office, near each telephone, and on every notice board.
- Emergency response drills must be conducted to test the effectiveness of the emergency procedures and equipment, as well as the knowledge and proficiency of the response personnel. Where appropriate, drills must include liaison with and the involvement of external emergency response service providers. A variety of emergency scenarios must be tested including, but not limited to, medical emergencies, fires, rescues, and hazardous substance spills. A drill must be carried out one month after site establishment and six-monthly thereafter.

Each drill must be monitored and the outcomes (highlights and shortcomings) must be documented. Corrective actions must be identified and implemented to address the shortcomings, and the Emergency Response Plan and associated procedures must be amended as required.

20.1.1 First Aid Kits

The contractor shall comply with General Safety Regulations 3.

21. Management Review

A review of the Principal contractor's Health and Safety Management System must be completed annually to ensure that the system continues to be effective in managing health and safety performance and meeting project requirements.

The review must evaluate if there is any need for change and must identify actions to improve the system.

The review must be led by senior management and the following must be considered:

- The suitability of the policy adopted for the project;
- The impact of changing legislation;
- The management of risk;
- Health and safety objectives and performance indicators;
- Changing expectations and requirements of relevant stakeholders;

- Changes to the Principal contractor's scope, schedule, designs, etc.;
- Changes to the Principal contractor's organisational structure;
- Communication and feedback (particularly from employees, Project representatives, and client representatives);
- The effectiveness of the management of change process;
- Workplace exposure monitoring and medical surveillance;
- The status of corrective actions;
- Performance statistics, including an annual summary of safety statistics, and occupational hygiene monitoring and medical surveillance results;
- Non-conformances (findings) from completed audits;
- Follow up on actions from previous management reviews; and
- Recommendations and opportunities for improving the effectiveness of the management system.

A record of each completed management review must be retained and it must include all decisions and identified actions concerning alterations, modifications or improvements to the management system that demonstrate a commitment to continual improvement.

For occupational hygiene: Approved Inspection Authority (AIA) for Occupational Hygiene

22. Management of Change

To ensure that proposed changes do not give rise to unacceptable health or safety risk, the Contractor must develop and implement a process for identifying and managing change in the workplace (e.g. changes to scope, schedule, procedures, work methods, site conditions, designs, plans, plant and equipment, materials, processes, etc.) that may impact on health or safety performance.

The management of change process must take into consideration that changes may be planned or unplanned, sudden or gradual, temporary or permanent.

The process must aim to ensure that:

- Changes are identified and assessed before they are implemented;
- Careful consideration is given to managing the risks associated with any change;
- Due diligence can be shown to have taken place;
- The number of unsatisfactory or unnecessary changes is minimised;
- The right people are involved in the change process; and
- All statutory requirements are met.

All risks associated with a proposed change must be evaluated and ranked. The risks that are ranked as moderate or higher must be managed to prevent serious injury or illness.

It must not simply be assumed that a change will not result in significant risks. All proposed changes must be formally evaluated. The evaluation or review must include:

- An appropriate level of technical expertise;
- The involvement of the workforce potentially affected by the proposed change; and
- Approval of the change by a person with at least the same level of authority as those who control the existing process or item being changed.

23. Contractor Alignment

Processes must be in place to ensure that the health and safety risks associated with the procurement of materials, equipment, services and labour are identified, evaluated and effectively managed.

A process for evaluating a sub-Principal contractor's (or supplier's) ability to provide materials, equipment, services and labour that meet defined specifications must be in place. A prospective sub-Principal contractor's health and safety management expertise, experience and capability (including previous health and safety performance) must be formally assessed prior to any contract or purchase order being awarded.

Each appointed contractor must develop and implement a detailed Health and Safety Management Plan based on the requirements of the Principal contractor's Health and Safety Management Plan and the Health and Safety Specification for the project. This plan must be reviewed and approved by the Contractor prior to the commencement of any work.

The properties of all materials provided to the project must be adequately understood, documented and integrated into operating procedures where exposure to these materials presents a significant health or safety risk.

Procedures, commensurate with the evaluated risk, must be in place for the receiving, storing, dispatching and transporting of all equipment and materials.

Before work commences on any contract, all contractor personnel must receive comprehensive orientation and induction training (refer to clause 14).

All work carried out by a contractor must be managed (activity supervised) throughout the contract period and performance must be reviewed (audited) on a regular basis.

24. Incident Reporting and Investigation

The Contractor must establish a procedure for the management of all health and safety incidents. This procedure must define the responsibilities, methodologies and processes that must be followed for:

- Reporting an incident;
- Investigating an incident;
- Analysing an incident to determine the root cause;
- Identifying and implementing corrective actions to prevent a recurrence; and
- Communicating information concerning an incident to relevant persons and / or groups.

Please Note: Arrangements must be in place to ensure that proper medical care is provided to any Contractor or contractor employee that suffers an occupational injury or illness. These arrangements must be described in the Principal contractor's Health and Safety Management Plan.

An incident may have multiple impacts. For each impact, the Actual Consequence and the Maximum Reasonable Outcome must be evaluated. Each impact must be evaluated independently, with the most significant classification forming the primary rating of the incident. A Near Miss is an incident, therefore must be reported.

An incident must be reported on the same work day or shift on which it occurs and preliminary details must be recorded and a TPT Incident Flash Report must be completed within 24 hours.

Depending on the Actual Consequence and Maximum Reasonable Potential Outcome of the impact(s), the relevant internal and external parties must be notified in accordance with specified protocols and timeframes, and legislative requirements.

In the event of a significant incident (i.e. an incident with an Actual Consequence of Moderate, Major or Catastrophic, or a Maximum Reasonable Potential Outcome of High or Extreme, work must cease and must only resume once the necessary actions (including the re-evaluation of any relevant risk assessments) have been taken to eliminate or reduce the risk of recurrence. Work must only be permitted to recommence once formal authorisation has been granted by the Project Construction Manager. In the case of incidents with an Actual Consequence of Major or Catastrophic, work must not be permitted to recommence until authorisation has been granted by the relevant government authorities (i.e. the South African Police, the Department of Labour or the Department of Mineral Resources).

The Project Construction Manager must ensure that an investigation is completed for each incident that occurs, and that appropriately senior personnel participate in, and authorise the outcomes of, each investigation. Incident investigations must be facilitated by competent and experienced persons who have been trained in the appropriate methodology. (i.e. TCAM – Transnet Causal Analysis Methodology).

All significant incidents (i.e. incidents with an Actual Consequence of Moderate, Major or Catastrophic, or a Maximum Reasonable Outcome of High or Extreme must be investigated using the approved Transnet investigation methodology. Such an investigation must be facilitated by a trained project representative within 7 calendar days.

For all other incidents (i.e. incidents with an Actual Consequence of Insignificant or Minor, or a Maximum Reasonable Outcome of Low or Moderate other methodologies approved by the Project Health and Safety Manager must be used.

Each incident (including Near Hits) must be investigated to a level of detail that is appropriate for the Maximum Reasonable Potential Outcome of the incident.

Each incident must be analysed to determine the root cause, and corrective actions must be identified and prioritised for implementation to eliminate or reduce the risk(s) in order to prevent recurrence of the incident.

For each corrective action, a responsible person must be designated and an appropriate timeframe (target date) for completion of the corrective action must be specified. Progress on implementing corrective actions (i.e. closing incidents) must be monitored and reported on. The implementation of corrective actions must be verified during monthly audits by the Project Health and Safety Advisors but also no later than 30 calendar days after the conclusion of the incident investigation.

The Contractor must document the results of each investigation and a report must be submitted to the client representative within five working days of the incident occurring.

As a minimum, each incident report must include:

- The date, time and location of the incident;
- A detailed description of the incident, including photographs;
- The names of any injured persons;
- Injury details (if applicable);
- A summary of the first aid and / or medical treatment provided (if applicable);
- The current status of any injured persons;
- The root causes of the incident; and
- Detailed corrective actions, including responsible persons and target dates for implementation.

Each significant incident must be summarised for its lessons learnt following the investigation. This information must be reviewed by the Principal contractor's Project Manager to assure completeness, accuracy and relevance before it is shared with (communicated to) all project personnel.

Refer to the Transnet port terminals health and Safety Management Occurrence Reporting and Investigation HAS-P-0002.

25. Non-conformance and Action Management

The Contractor must establish a process for identifying and recording corrective actions arising from:

- Incident investigations;
- Hazard identification and risk assessment;
- Measurement and monitoring;
- Improvement plans and suggestions;
- Managing change;
- Audits and inspections; and
- Safety observations and coaching (safety interactions).

The Contractor must establish a procedure for managing actions that addresses:

- Identification, categorisation and prioritisation of actions;
- Formal evaluation and approval of actions (management of change process);
- Assignment of responsibilities, resources and schedules for implementation;
- Implementation of actions;
- Tracking and reporting on implementation status; and
- Monitoring and verifying the effectiveness of the actions.

26. Performance Assessment and Auditing

The Contractor must establish and maintain programmes for measuring and monitoring health and safety performance on a regular basis. Metrics must include leading and lagging indicators, and be based on qualitative and quantitative data.

26.1 Reporting on Performance

Reports summarising the Principal contractor's health and safety performance on the project must be compiled on a weekly and a monthly basis.

The Contractor must be prepared to discuss the content of these reports at scheduled health and safety meetings. The reports must contain the following information:

- Number of Contractor and contractor employees on site;
- Total hours worked on site by Contractor and contractor employees (by company);
- Number of incidents by category (i.e. Near Hit, FAI, MTI and LTI);
- Lost Time Injury Frequency Rate (LTIFR) (project to date and 12-month rolling);
- Details of all new incidents for the reporting period and the corrective actions taken or to be taken;
- Feedback (progress updates) on all open incidents and outstanding corrective actions;
- Status and feedback on any employee that may have been injured and has not yet returned to work;
- Details of all health and safety training carried out during the reporting period;
- Number of SOC's (Safety Observations and Coaching) carried out during the reporting period;
- SOC trends identified and proposed action for the coming week or month to maintain positive trends and / or address negative trends;

- Details of all audits, inspections and site visits carried out during the reporting period, and the corrective actions taken (or to be taken) to address all non-conformances;
- Feedback (progress updates) on all open non-conformances and outstanding corrective actions;
- Number of Toolbox Talks conducted during the reporting period (monthly);
- Number of Planned Task Observations (PTO's) carried out during the reporting period (monthly);
- Details of all active risk assessments and Safe Work Procedures highlighting those that are due for review in the coming month (monthly);
- A look ahead (to the coming week, month or quarter) to ensure that appropriate health and safety planning and preparation is done for upcoming work;
- Challenges faced with regard to health and safety; and
- Any other health and safety related information specific to the project that may be required.

Leading indicators (e.g. audit findings, observations, etc.) must be analysed, and any negative trends identified with regard to unsafe behaviour or conditions must be appropriately addressed to prevent incidents.

Lagging indicators (e.g. injuries, illnesses, near hits, etc.) must be investigated in detail to determine the root causes. Corrective actions must be identified, implemented and integrated into Safe Work Procedures to prevent recurrences.

26.2 Audits and Inspections

On a monthly basis, the health and safety management system and workplace activities of the Contractor will be audited by a Project Health and Safety Advisor to assess compliance with the project health and safety requirements. Any deviation from these requirements (i.e. non-conformance) that places the health or safety of any person in immediate danger will result in the specific activity being stopped until the non-conformance is corrected.

For each non-conformance determined during any audit, the Contractor must identify and implement appropriate corrective actions.

For each corrective action, a responsible person must be designated and an appropriate timeframe (target date) for completion of the corrective action must be specified. Progress on implementing corrective actions (i.e. closing non-conformances) must be monitored and reported on. The implementation of corrective actions will be verified during the monthly audits.

The Contractor Audit conformance will be assessed as a percentage and where conformance is better than 90% it will be considered satisfactory and the Principal contractors must develop and implement an Action Plan within 4 weeks, to be reviewed at the next scheduled Audit. Where the level of conformance is between 80-90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow-up Audit will be carried out. Where the conformance is less than 80%, the Contractor must stop work until an investigation of the cause/s has been completed and corrective action have been developed and implemented by the Principal contractor. Actions required from the audit result are risk based, e.g. An audit result with a critical element scored low may still result in an NCR being issued, or even a work stoppage.

Should it be determined that the Principal contractor's level of compliance is unsatisfactory, all work being performed by the Contractor on the project site may be stopped (at the Principal contractor's expense) until an investigation into the reasons for the poor performance has been carried out, a corrective action plan has been developed, and corrective actions have been implemented.

In addition to the audit carried out by the Project Health and Safety Advisor, the Contractor must carry out an internal audit on a monthly basis to assess compliance with the project health and safety requirements (including the

requirements of this specification and the Principal contractor's Health and Safety Management Plan). Furthermore, the Contractor must ensure that each appointed contractor is audited and measured to the same standard. Copies of these audit reports must be submitted to the Project Health and Safety Advisor on a monthly basis.

The Contractor must carry out internal health and safety inspections as follows:

- General site health and safety inspections on a daily basis; and
- Inspections of plant, tools and equipment prior to establishment or use on site, and at least monthly thereafter.

All audits and inspections must be carried out by competent persons who have been appointed in writing.

A schedule of planned audits and inspections must be compiled and maintained ensuring that:

- All work areas and all activities are covered at regular intervals;
- All applicable legal requirements are complied with; and
- Areas or activities with significant associated hazards or risks receive greater attention.

27. Reference Documents

Table 29-1: Reference Documents

Document Title
Contractor Health and Safety Specification Guideline TRN-IMS-GRP-GDL-014.3
TIMS Contractor Management Procedure TRN-IMS-GRP-PROC-014
Occurrence And Non-Conformance Management Procedure TRN-IMS-GRP-PROC-013
Occupational Health and Safety Act, 85 of 1993 and Regulations and code of practice
Compensation for Occupational Injuries and Diseases Act, 1993

Transnet Port Terminals:

Tender Number: iCLM HQ 926/TPT

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PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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- 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 – Cape Town Multi Terminal (CTMPT)

The site is in the Port of Cape Town, Western Cape. The Terminal's core business is to import and export a large range of cargoes including bulk, break bulk, containerised and general cargo. The equipment used within this area is of a heavy port nature, including straddle carriers, haulers and trailers, 45-ton Reach Stackers and mobile harbour cranes, rail truck gantries (RTG), reefers, pay loaders, dumper trucks, forklifts, transport buses, double cap vans, cars, generators etc.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

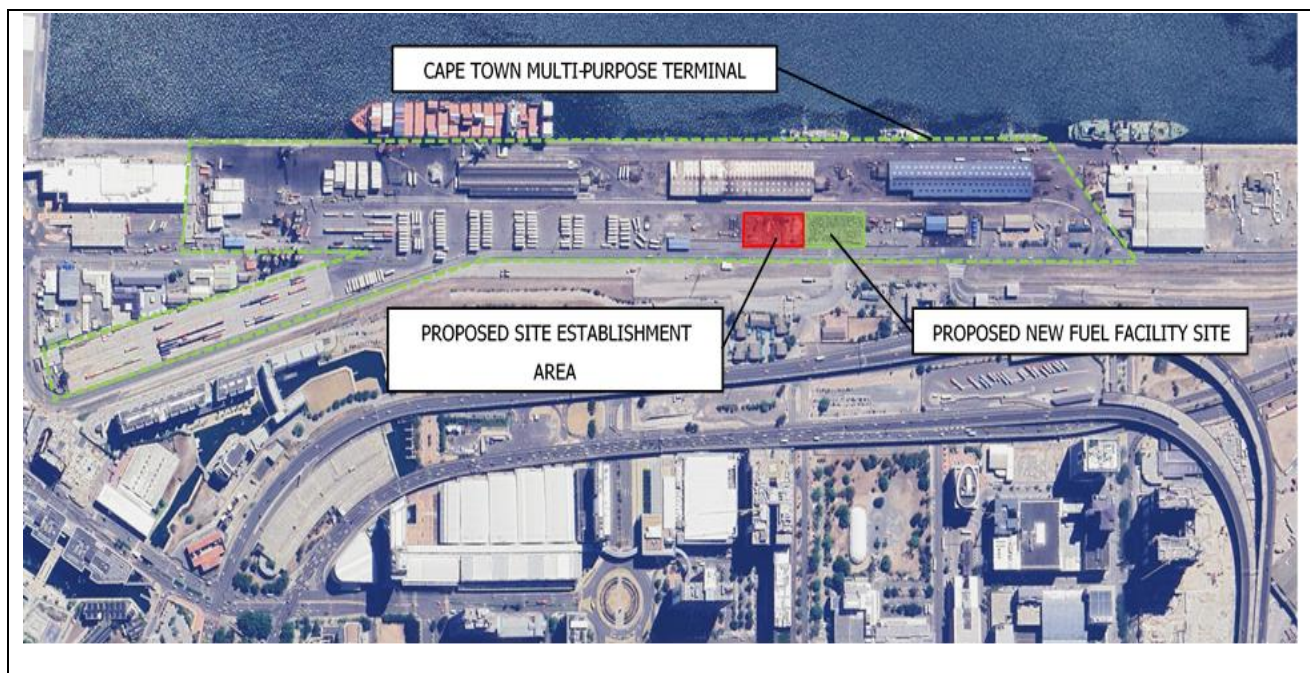
1.2. Existing buildings, structures, and plant & machinery on the Site

CTMPT site is situated next to H Shed which is used to store. The site is located within 50m of the Sea. During the construction work, CTMPT will utilise a CTCT fuel facility.

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1.3. Subsoil information

N/A

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

1.5. Other reports and publicly available information

Rain and Wind weather may also lead to delays.

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1.6. Site Establishment

During the execution of the works, the contractor site establishment will be situated within 50m of the construction site.



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1. Description of the Site and its surroundings

1.1. General description – Cape Town Container Terminal (CTCT)

The site is in the Port of Cape Town, Western Cape. CTCT currently uses diesel to support its operations which includes dry bulk and break-bulk containers. The equipment that uses diesel includes ship loader cranes, reach stackers, rail truck gantries (RTG), reefers, haulers, pay loaders, dumper trucks, back actors, BOB CATS, brooms, sweepers, forklifts, transport buses, double cap vans, cars, generators etc.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

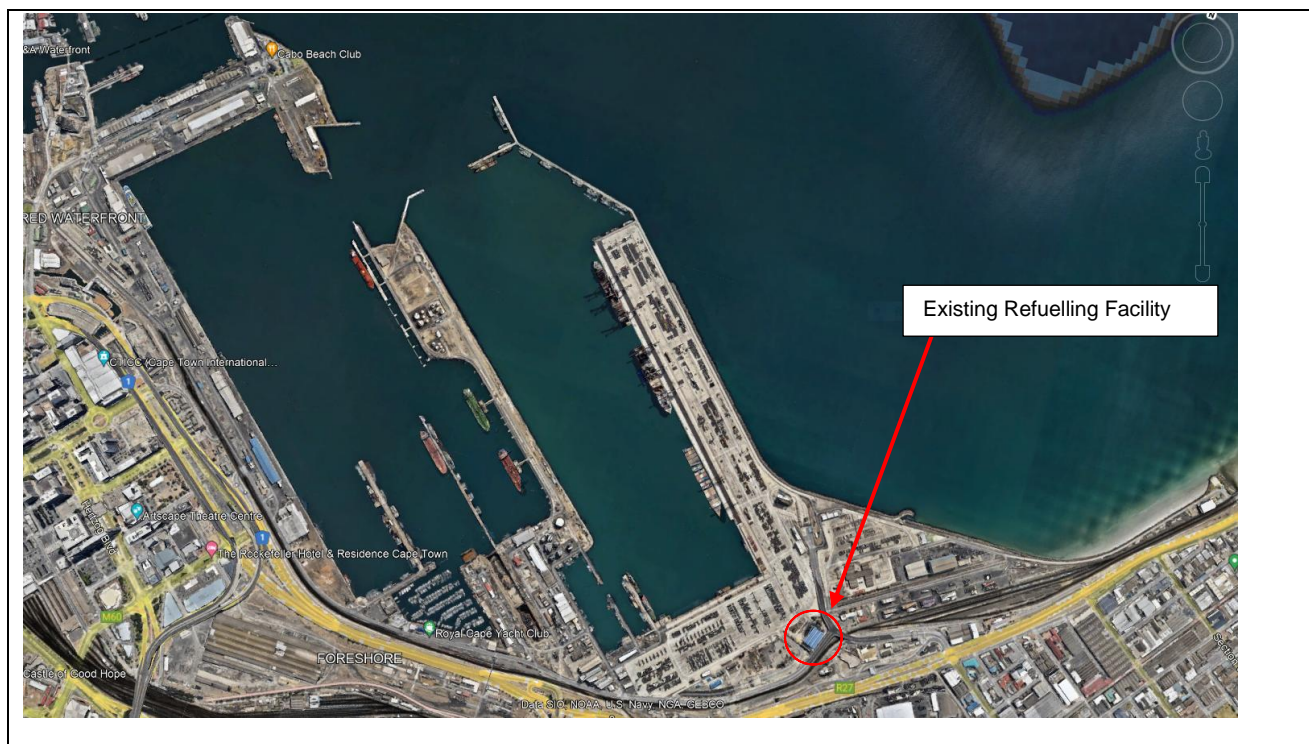
CTCT site is situated next to Workshop 17 which is used for maintaining terminal equipment. The site is located within 50m of the Sea and is used to ship containerised cargo. During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility.



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1.3. Subsoil information

The contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

1.5. Other reports and publicly available information

During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility.

It is envisaged that the contraction site will be available to the contractor through the duration of the works.

Should there be a need to use a crane, Cape Town wind conditions make it dangerous to work at high elevation therefore when the wind speed is too high the contractor will stop work until it is safe to work.

Rain weather may also lead to delays.

1.6. Site Establishment



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During the constructions works, the contractor site establishment will be situated within 50m of the construction site.



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1. Description of the Site and its surroundings

1.1. General description – Durban Point Terminal

Port of Durban Bulk, Break Bulk and Car Terminal (BBC Terminal) is made up of Point Terminal, Agri-Port Terminal, and Maydon Wharf Terminal. The Terminal's core business is to import and export a large range of cargoes including cars, containerised and general cargo.

TPT has various cargo handling equipment such as haulers, trailers, reach stackers and mobile harbour cranes, forklifts to facilitate the movement of the cargo to and from the Quayside and transfer it to sheds, warehouses, railway wagons, trucks, etc. The said equipment uses diesel to operate, however most of it does not have license to operate in the public road. TPT has fuel tank facilities across all the terminals to service their equipment.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

The existing tank is located at Durban Point Terminal, it is surrounded by stacking areas, and moving machinery. The vicinity of the tank has a traffic flow of the cargo handling equipment, trucks as well as the employees'. Port users access to and from the surrounding area shall be always maintained in a safe manner. During the construction work, the terminal will utilise a temporal fuel facility.

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Figure 1: Source: Google Earth – (1) Proposed Site for a temporal tank (2) Proposed Site Offices (3) Existing Tank

Note: TPT will clear the site for the contractor to be able to establish site offices and erect temporal tanks.

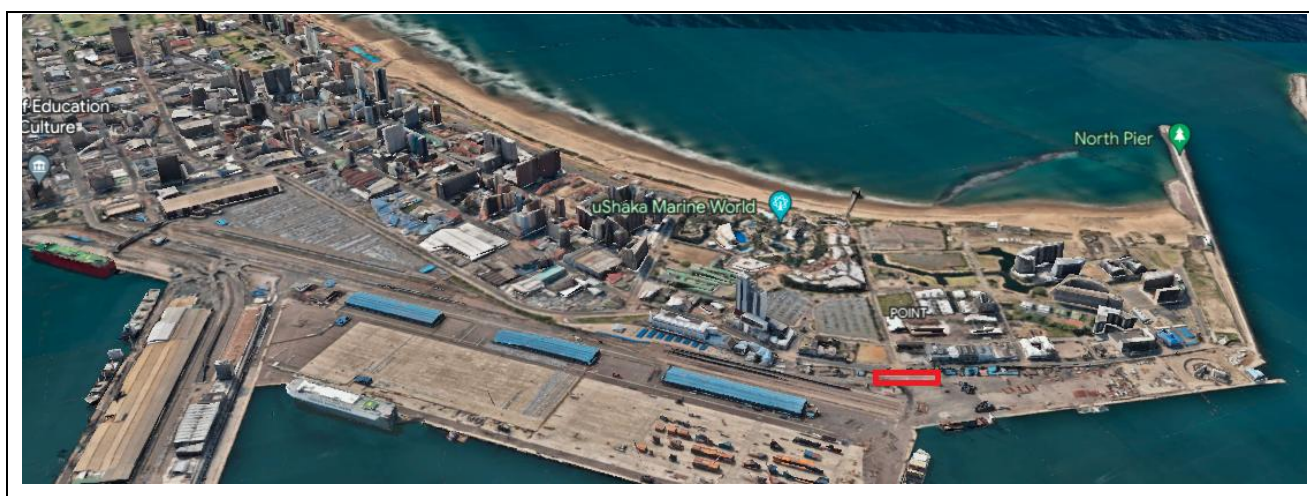


Figure 2: Source: Google Earth – Arial view for Point Terminal

1.3. Subsoil information

The contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

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1.5. Other reports and publicly available information

During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility. Traffic management will be applicable to all sites and Client's access to and from the surrounding area shall be always maintained in safe manner.

It is envisaged that the contraction site will be available to the contractor through the duration of the works.

1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated within 50m of the construction site.

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1. Description of the Site and its surroundings

1.1. General description – Durban Container Terminal (DCT, Pier 1)

The site is in the Port of Durban, KwaZulu-Natal, Durban Container Terminal / DCT, Pier 1. The container terminal plays a strategic role in the South African Economy by enabling efficient flow of imports and exports through its cargo terminal operations.

TPT has various cargo handling equipment such as forklifts, haulers, straddle carriers, rubber tyre guntrees (RTG's), empty container handlers, reach stackers to facilitate the movement of the cargo to and from the Quayside and transfer it to sheds, warehouses, railway wagons, trucks, etc. The said equipment uses diesel to operate, however most of it does not have license to operate in the public road. TPT has fuel tank facilities across all the terminals to service their equipment.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contract.

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

DCT, Pier 1 existing site (site 1) is situated next to Pier 1 security boom gate entrance leading to Bhukulwandle Staff Facility Building and EES Offices, it is also adjacent to the main road (Bayhead Road), therefore there is a traffic flow of the cargo handling equipment, trucks as well as the employees' entering offices. The site is located within 200m from the Sea water. Client's access to and from the surrounding area shall be always maintained in a safe manner.

Site 2: Proposed site offices is next to Bhukulwandle Staff Facility Building, it is also adjacent next to the road leading to Bhukulwandle Staff Facility Building and EES Offices, therefore there is a traffic flow of the staff shuttle, employees' vehicles entering offices. The site is located within 200m from the Sea water. Client's access to and from the surrounding area shall be always maintained in a safe manner.

Site 3: Proposed site offices is next to Bhukulwandle Staff Facility Building, it is also adjacent next to the road leading to Bhukulwandle Staff Facility Building and EES Offices, therefore there is a traffic flow of the staff shuttle, employees' vehicles entering offices. The site is located within 200m from the Sea water. Client's access to and from the surrounding area shall be always maintained in a safe manner.

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Figure 1: Source: Google Earth – (1) Existing Tank (2) Proposed Site Offices (3) Proposed Site for a new Installation



Figure 2: Source: Google Earth – Arial view for DCT, Pier 1

1.3. Subsoil information

The contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

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1.5. Other reports and publicly available information

During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility. Traffic management will be applicable to all sites and Client's access to and from the surrounding area shall be always maintained in safe manner.

It is envisaged that the contraction site will be available to the contractor through the duration of the works.

1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated within 100m of the construction site.

TTransnet Port Terminals:

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1. Description of the Site and its surroundings

1.1. General description – Durban Container Terminal (DCT, Pier 2)

The site is in the Port of Durban, KwaZulu-Natal, Durban Container Terminal / DCT, Pier 2. The container terminal plays a strategic role in the South African Economy by enabling efficient flow of imports and exports through its cargo terminal operations.

TPT has various cargo handling equipment such as forklifts, haulers, straddle carriers, rubber tyre guntrees (RTG's), empty container handlers, reach stackers to facilitate the movement of the cargo to and from the Quayside and transfer it to sheds, warehouses, railway wagons, trucks, etc. The said equipment uses diesel to operate, however most of it does not have license to operate in the public road. TPT has fuel tank facilities across all the terminals to service their equipment.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contract

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

DCT, Pier 2 existing site is situated next to various equipment workshops, therefore there is a traffic flow of the cargo handling equipment as the employees' entering the workshops. Port users' access to and from the surrounding area shall be always maintained in a safe manner.

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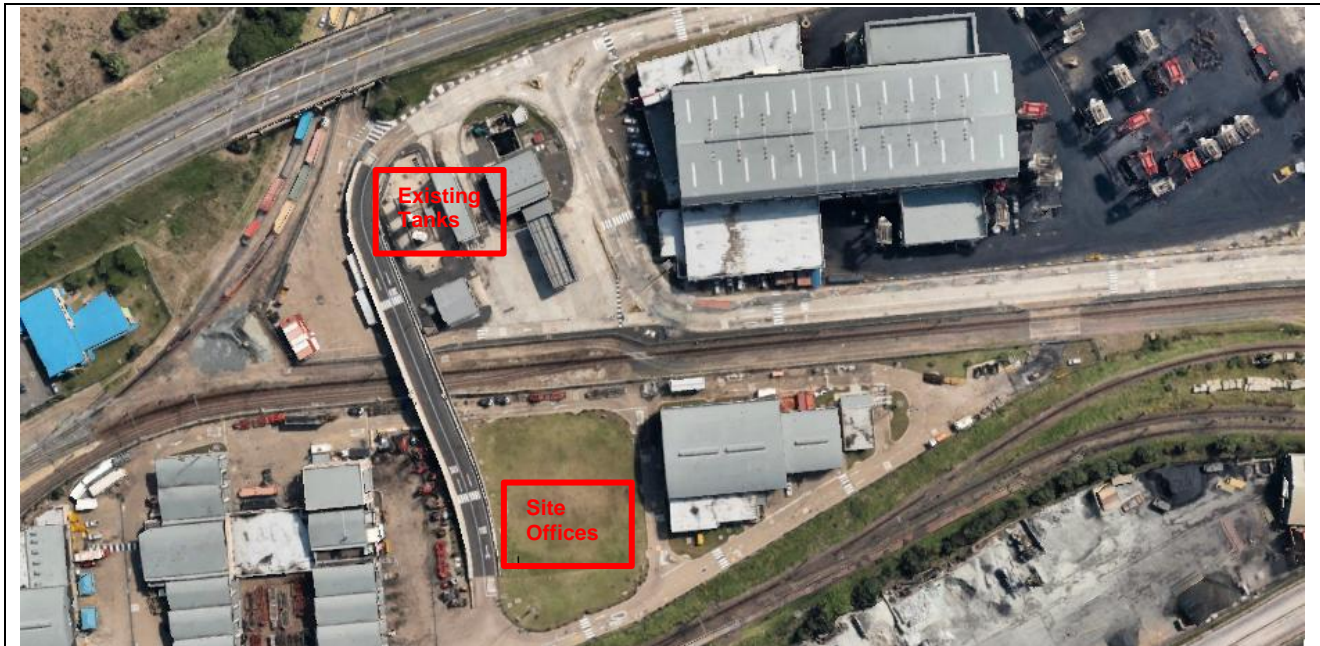


Figure 1: Source: Google Earth – Existing Tanks and Proposed Site Offices



Figure 2: Source: Google Earth – Arial view for DCT, Pier 2

1.3. Subsoil information

The contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

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1.5. Other reports and publicly available information

During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility. Traffic management will be applicable to all sites and Client's access to and from the surrounding area shall be always maintained in safe manner.

It is envisaged that the contraction site will be available to the contractor through the duration of the works.

1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated within 200m of the construction site.



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PART 4: 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 – East London Multi Purpose Terminal (EL MPT)

The site is in the Port of East London, Eastern Cape. EL MPT currently uses diesel to support its operations. The equipment that uses diesel includes Straddle Carriers, forklifts, bakkies, cars, generators etc.

Access is available through the main TNPA Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

EL MPT site is situated behind CPO building offices just opposite the gate for Livestock truck operations. During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility.





Transnet Port Terminals:

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1.3. Subsoil information

The contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

1.5. Other reports and publicly available information

During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility.

It is envisaged that the contraction site will be available to the contractor through the duration of the works.

Should there be a need to use a crane, East London wind conditions make it dangerous to work at high elevation therefore when the wind speed is too high the contractor will stop work until it is safe to work.

Rain weather may also lead to delays.

1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated within 50m of the construction site.





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1. Description of the Site and its surroundings

1.1. General description – Maydon Wharf Terminal (Durban)

Maydon Wharf and AGRI terminal form part of Bulk, Break Bulk and Car (BBC) Terminal in Durban. Transnet Port Terminals' (TPT) Maydon Wharf and AGRI terminal are situated in the Maydon Wharf precinct in the Port of Durban. The terminal footprint is aligned to six (6) berths, namely, MW7 to MW12 with storage facilities and sheds with additional common user berths MW1 to MW14. The Agriport Terminal imports and exports agricultural products such as wheat, maize, soya beans, soya bean meal and woodchips while Maydon Wharf Terminal operates as import and export facility for neo-bulk cargo i.e., Manganese Ore, Ferro Chrome, Chrome Ore, Anthracite Ore, etc.

TPT has various cargo handling equipment such as forklifts, haulers to facilitate the movement of the cargo to and from the Quayside and transfer it to sheds, warehouses, railway wagons, trucks, etc. The said equipment uses diesel to operate, however most of it does not have license to operate in the public road. TPT has fuel tank facilities across all the terminals to service their equipment.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

The existing tank is located at Maydon Wharf, it is surrounded by workshops, stacking areas, and moving machinery. The area is generally dusty due to the cargo that is stored in the terminal. The vicinity of the tank has a traffic flow of the cargo handling equipment, trucks as well as the employees' entering workshops. Client's access to and from the surrounding area shall be always maintained in a safe manner. During the construction work, the terminal will utilise a temporal fuel facility.



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Figure 1: Source: Google Earth – (1) Proposed Site for a temporal tank (2) Proposed Site Offices (3) Existing Tank

Note: TPT will clear the site for the contractor to be able to establish site offices and erect temporal tanks.

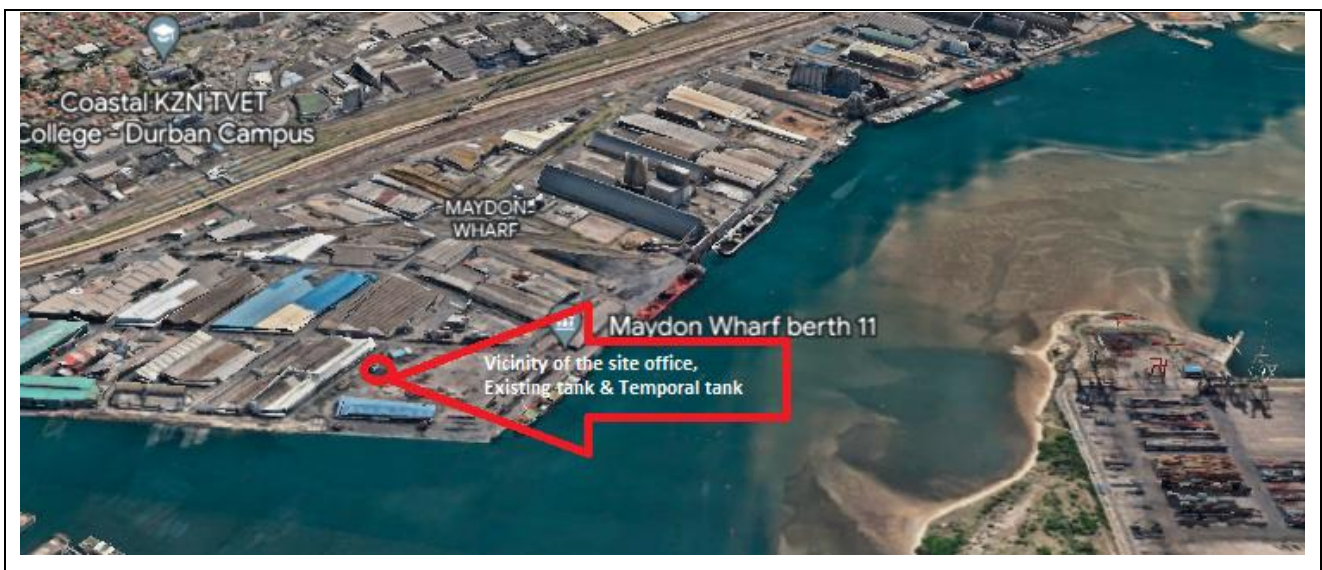


Figure 2: Source: Google Earth – Arial view for Maydon Wharf Terminal

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1.3. Subsoil information

The contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

1.5. Other reports and publicly available information

During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility. Traffic management will be applicable to all sites and Client's access to and from the surrounding area shall be always maintained in safe manner.

It is envisaged that the contraction site will be available to the contractor through the duration of the works.

1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated within 50m of the construction site.

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1. Description of the Site and its surroundings

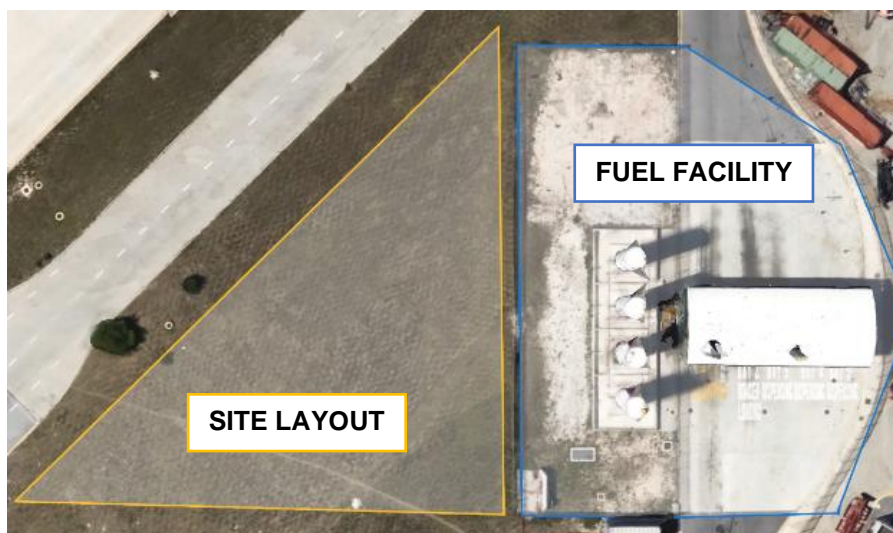
1.1. General description – Ngqura Terminal (NCT)

The site is in the Port of Ngqura, Eastern Cape. NCT currently uses diesel to support its operations. The equipment that uses diesel includes RTG'S, Haulers, Reach Stackers, Empty Container handlers, forklifts, tractors, bakkies, generators etc.

Access is available through the main TNPA Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

NCT site is situated just before the entrance to the hauler zone workshop building. Refurbishment work, will have to be conducted in sections to be able to utilise the facility to support to Terminal demand.



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1.3. Subsoil information

The contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

1.5. Other reports and publicly available information

It is envisaged that the contraction site will be available to the contractor through the duration of the works.

Should there be a need to use a crane, Ngqura wind conditions make it dangerous to work at high elevation therefore when the wind speed is too high the contractor will stop work until it is safe to work.

Rain weather may also lead to delays.

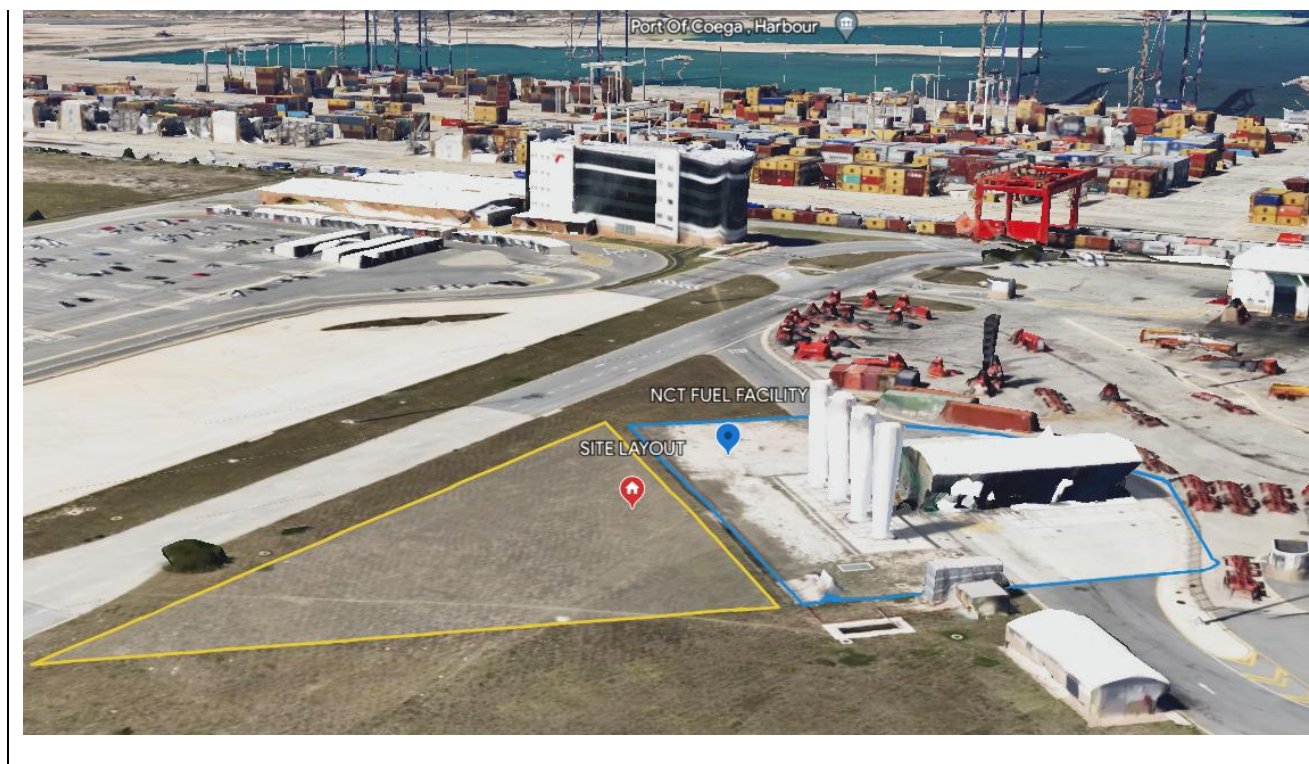
1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated within 50m of the construction site.

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1. Description of the Site and its surroundings

1.1. General description – Port of Port Elizabeth Terminal (PECT)

The site is in the Port of Port Elizabeth, Eastern Cape. PECT currently uses diesel to support its operations. The equipment that uses diesel includes Straddle Carriers, forklifts, bakkies, breakbulk, generators etc.

Access is available through the main TNPA Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

PECT site is situated behind Straddle workshop building. During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility.



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1.3. Subsoil information

The contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

1.5. Other reports and publicly available information

During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility.

It is envisaged that the contraction site will be available to the contractor through the duration of the works.

Should there be a need to use a crane, Port Elizabeth wind conditions make it dangerous to work at high elevation therefore when the wind speed is too high the contractor will stop work until it is safe to work.

Rain weather may also lead to delays.

1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated within 50m of the construction site.

Transnet Port Terminals:

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1. Description of the Site and its surroundings

1.1. General description – Richards Bay Terminal

The site is in the Port of Richards Bay, KwaZulu Natal. Transnet Port Terminals is a division of Transnet SOC Limited whose core business is to provide cargo handling to a wide spectrum of customers, including shipping lines freight forwarders and cargo owners. Operations are divided into five major business segments, namely containers, bulk, break bulk, automotive and agriculture. The PORB consists of a Dry Bulk Terminal (DBT), a Multi-Purpose Terminal (MPT) and other privately-operated coal terminals, wood chip export terminals and liquid bulk terminals.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

The site is situated next to old MHA building which is used for mess and ablution for the service drivers. During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility at Umkhombe building.

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1.3. Subsoil information

The contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

1.5. Other reports and publicly available information

During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility.

It is envisaged that the contraction site will be available to the contractor through the duration of the works.

Transnet Port Terminals:

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Should there be a need to use a crane, Richards Bay wind conditions make it dangerous to work at high elevation therefore when the wind speed is too high the contractor will stop work until it is safe to work.

Rain weather may also lead to delays.

1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated within the construction site.



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1. Description of the Site and its surroundings

1.1. General description – Saldanha Multi-Purpose Terminal (SLD MPT)

The site is in the Port of Saldanha, Western Cape. The Multipurpose Terminal handles both containers and cargo that are not containerized. The terminal was designed to handle break bulk shipments via a skip process. Various types of commodities are loaded and transported internally. The equipment used within this area is of a heavy port nature, including straddle carriers, haulers and trailers, 45-ton Reach Stackers and mobile harbour cranes, rail truck gantries (RTG), reefers, front end loaders, dumper trucks, forklifts, transport buses, double cap vans, cars, generators etc.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

SLD MPT site is situated next to Warehouse 1 and 2 which is used to store manganese. The site is located within 50m of the Sea. During the construction work, SLD MPT will utilise a temporary fuel facility.

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1.3. Subsoil information

The contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

The contractor will need to perform necessary tests as indicated in the works information.

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1.5. Other reports and publicly available information

During the refurbishment work, Transnet will utilise a temporary facility as fuelling facility.

It is envisaged that the contraction site will be available to the contractor through the duration of the works.

Should there be a need to use a crane, Western Cape wind conditions make it dangerous to work at high elevation therefore when the wind speed is too high the contractor will stop work until it is safe to work.

Rain weather may also lead to delays.

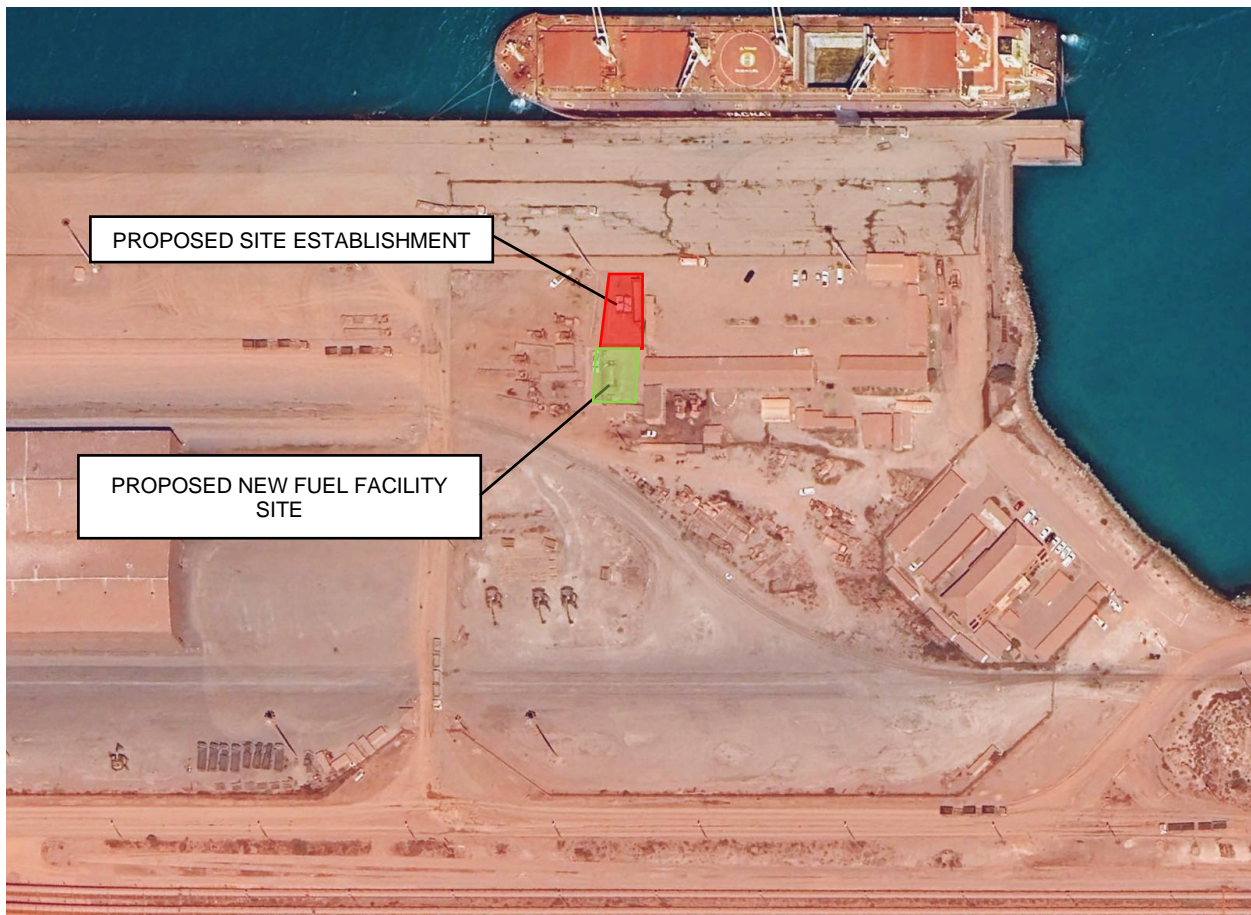
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1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated within 50m of the construction site.



Evaluation Schedule – Presentations & Live Demo

The presentations and live demo which respond to the scope of services and outline the requirements for Tenderers to demonstrate the design and implementation of the fuel management systems. The presentations or live demo is aimed at testing the ability of the deemed bidders to produce the required solution as per the requirements of the SoW. This stage of the evaluation will follow a desktop evaluation and shall be subjected to bidders that will obtain the minimum threshold in the desktop evaluation. Tenderers are to demonstrate a clear understanding of the scope of services and show a concise approach and execution for all project activities incorporating best practices.

The real-life demonstrations should cover the following:

1. Case Study Presentation of High-Level Approach: In the form of a block diagrams (10 points)

Tenderers are required to demonstrate the approach taken from award to hand over, for a real life case study/implementation similar to the technical scope of services.

2. Case Study Presentation of Design Proposal (35 points)

Tenderers are required to demonstrate the design proposal for a similar real-life case study/implementation with the following design components:

2.1 Automation Hardware Design,

All field instruments, wiring, servers, all communications requirements, etc. via loop diagrams for components & automation architecture - demonstrating fuel measuring instruments, biometric access control, RFID vehicle & equipment authentication, telematics devices

2.2 Data Acquisition Design & Setup - data network connectivity & communication architecture,

2.3 Dashboard Software Architecture & System Design Blueprint,

2.4 Cloud Environment & Data Integration Architecture,

2.5 System Integration Architecture,

2.6 Integration Architecture to ERP Platform (i.e. SAP) – APIs,

2.7 Implementation Plan,

2.8 Roll Out Plan (Multi-site deployment),

2.9 Training & Change Management Plan

3. Case Study Presentation of Dashboard Functionalities & Capabilities, including Live Demo (35 points)

Tenderers are required to demonstrate a real-life case study/implementation similar to the technical scope of services, with the following dashboard core functionalities & capabilities:

- 3.1 Real-time cloud-based fuel transaction (receiving & dispensing) data collecting, visualization, tracking, monitoring, reporting, analytics,
- 3.2 Reconciliation of fuel transactions,
- 3.3 Scalability, flexibility,
- 3.4 Multi-user capability,
- 3.5 User-authentication,
- 3.6 Customizable alerts & alarm notifications,
- 3.7 Customizable reports,
- 3.8 Fuel usage insights,
- 3.9 Tank level monitoring & management,
- 3.10 Multi-site visualization, monitoring & reporting,
- 3.11 Centralized visualization, monitoring & reporting

Note: Live demo of the presented real-life dashboard is required.

4. Case Study Presentation of Company Organogram & Full System Maintenance & Support (20 points)

Tenderers are required to present their company organogram & demonstrate the following maintenance & support components for a real-life case study/implementation similar to the technical scope of services:

- 4.1 Company Organogram,
- 4.2 Specific Services Delivered for Full System Maintenance & Support: Automation Hardware & Dashboard,
 - 4.2.1 recovery time
 - 4.2.2 response time
 - 4.2.3 24/7 technical support
 - 4.2.4 automation hardware replacements, repairs, re-calibrations and re-configurations,
 - 4.2.5 cloud environment maintenance
 - data storage, data back-up recovery, data handling, data security)
- 4.3 Warranties & Guarantees for Automation Hardware & Full system Installation
- 4.4 Software Licensing
- 4.5 Skills Transfer Plan

Index of documentation attached to this schedule:

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The scoring of the presentations & demonstrations will be as follows:

1. Case Study Presentation of High-Level Approach: In the form of a block diagrams	
Total Weighting = 10 points	
Scoring Principal	
(0 points)	The presentation addressed 0% of the demonstration requirements
(20 points)	The presentation is not acceptable & only addressed 20% of the demonstration requirements
(40 points)	The presentation is poor, & only addressed 40% of the scope demonstration requirements
(60 points)	The presentation is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements
(80 points)	The presentation is satisfactory, only addressed 80% - 100% of the scope demonstration requirements, & fully addressed specified scope objectives & requirements
(100 points)	The presentation is exceptional, addressed more than 100% of the scope demonstration requirements, & exceeded all specified scope objectives & requirements

2. Case Study Presentation of Design Proposal

Total Weighting = 35 points

Scoring Principal

(0 points)	The presentation addressed 0% of the demonstration requirements (i.e. 0 requirements covered)
(20 points)	The presentation is not acceptable & only addressed 20% of the demonstration requirements (i.e. ≤ 2 requirements covered)
(40 points)	The presentation is poor, & only addressed 40% of the scope demonstration requirements (i.e. $2 > \text{requirements covered} \leq 4$)
(60 points)	The presentation is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements (i.e. $4 > \text{requirements covered} \leq 6$)
(80 points)	The presentation is satisfactory, only addressed 80% - 100% of the scope demonstration requirements, & fully addressed specified scope objectives & requirements (i.e. $6 > \text{requirements covered} \leq 9$)
(100 points)	The presentation is exceptional, addressed more than 100% of the scope demonstration requirements, & exceeded all specified scope objectives & requirements (i.e. $9 > \text{requirements covered}$)

3. Case Study Presentation of Dashboard Functionalities & Capabilities

Total Weighting = 35 points

Scoring Principal

(0 points)	The presentation addressed 0% of the demonstration requirements (i.e. 0 requirements covered)
(20 points)	The presentation is not acceptable & only addressed 20% of the demonstration requirements (i.e. <=3 requirements covered)
(40 points)	The presentation is poor, & only addressed 40% of the scope demonstration requirements (i.e. 4 => requirements covered <= 6)
(60 points)	The presentation is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements (i.e. 7 => requirements covered <= 9)
(80 points)	The presentation is satisfactory, only addressed 80% - 100% of the scope demonstration requirements, & fully addressed specified scope objectives & requirements (i.e. 9 > requirements covered <= 11)
(100 points)	The presentation is exceptional, addressed more than 100% of the scope demonstration requirements, & exceeded all specified scope objectives & requirements (i.e. 11 > requirements covered)

4. Case Study Presentation of Organogram & Full System Maintenance & Support

Total Weighting = 20

Scoring Principal

(0 points)	The presentation addressed 0% of the demonstration requirements
(20 points)	The presentation is not acceptable & only addressed 20% of the demonstration requirements (i.e. 1 requirement covered)
(40 points)	The presentation is poor, & only addressed 40% of the scope demonstration requirements (i.e. 2 requirements covered)
(60 points)	The presentation is generic, only addressed 60% of the scope demonstration requirements, & is not tailored to address the specified scope objectives & requirements (i.e. 3 requirements covered)
(80 points)	The presentation is satisfactory, only addressed 80% - 100% of the scope demonstration requirements, & fully addressed specified scope objectives & requirements (i.e. 4 or 5 requirements covered)
(100 points)	The presentation is exceptional, addressed more than 100% of the scope demonstration requirements, & exceeded all specified scope objectives & requirements (i.e. 5 > requirements covered)

Transnet Port Terminals

Tender Number:

Description of the Works: CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT"), AT THE RICHARD'S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS

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

Signed


Date

Name

Position

Tenderer

TECHNICAL EVALUATION									
DESCRIPTION OF THE WORKS: CUSTOM DESIGN, SUPPLY, INSTALLATION, CONFIGURATION, TESTING AND COMMISSIONING OF A FUEL MANAGEMENT SYSTEM FOR TRANSNET SOC LIMITED (REG. NO. 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS “TPT”), AT THE RICHARD’S BAY, DURBAN, EASTERN CAPE AND WESTERN CAPE TERMINALS									
Evaluation Criteria	Description	Scoring Principal			Returnable Schedule	Criteria Yes/No	Sub-Criteria Weighting	Weighting	
Eligibility (Mandatory)	Proof of professional registration of Key Person required in the project organogram is supplied.	Instrumentation Engineer / Technologist has active professional registration certificate with Engineering Council of South Africa (ECSA)			T2.2-01	Yes/No	NA	NA	
CVs of Key Persons	Engineering and ICT	Sub-Criteria	Weighting		Scoring	T2.2-02	CVs of Key Persons	7 7 6 5 5 5	35
		Project Manager	100%	20%	Work Experience Education and training Knowledge, skills and experience pertinent to the project				
		Instrumentation Engineer		20%					
		Instrumentation Technician		18%					
		Integration Architect		14%					
		Azure Cloud Architect		14%					
		Dashboard Developer		14%					
		Previous Experience		Tenderers are required to demonstrate their company’s past experience within the last 10 years in delivering similar services to various logistics/trucking/mining companies with mobile equipment greater than 150 (“of a minimum value of R5m per project”) , rendering services to companies with multiple sites and providing a cloud-based solution using mobile connectivity in relation to the Employer’s scope of services. Tenderers must submit a detailed reference list with contact details of existing customers, detailing the services/works conducted for the customer and provide completion or handover certificates.					
Proof of experience demonstrating the design and development of fuel management dashboards integrated with other business systems and IoT-based fuel management automation hardware	50%	The tenderer has submitted no information or inadequate information to determine a score = 0 points The tenderer completed 1 similar service/project = 20 points The tenderer completed 2 similar services/projects = 40 points The tenderer completed 3 similar services/projects = 60 points The tenderer completed 4 similar services/projects = 80 points The tenderer completed 5 and more similar services/projects = 100 points	T2.2-03		Previous Experience	15			
Method Statement	Tenderers are required to clearly articulate their method statement covering the technical approach and implementation approach based on the scope of services.	Design,supply and installation of IoT-based automation hardware for fixed bulk storage fuel tanks, fuel dispenser pumps, mobile bowzers, self-bunded containerized tanks and fuel consuming mobile equipment	100%	30%	The tenderer has submitted no information or inadequate information to determine a score = 0 points The method statement is acceptable and addressed all 9 scope requirements = 75 points The method statement is outstanding and exceeded the 9 scope requirements = 100 poitns	T2.2-04	Method Statement	10	35
		Design and development of a fuel management system solution integrated with other business systems, IoT-based fuel management automation hardware and dashboard		30%	The tenderer has submitted no information or inadequate information to determine a score = 0 points The method statement is acceptable and addressed all 7 scope requirements = 75 points The method statement is outstanding and exceeded the 7 scope requirements = 100 poitns			10	
		Implementation Approach: Implementation plan, programme & roll out plan (multi-site deployment), quality management, safety, health and environment management, change management plan, user training & onboarding plan, skills transfer plan, maintenance & support (full system)		40	The tenderer has submitted no information or inadequate information to determine a score = 0 points The method statement is acceptable and addressed all 8 scope requirements = 75 points The method statement is outstanding and exceeded the 8 scope requirements = 100 poitns			15	
TOTAL RATING		100							
Technical Qualification Threshold = 70%									

Compiled by: 	Supported by:	Reviewed by:	Reviewed by:	Approved by:	Approved by:
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Nosipho Bhengu Regional Energy Manager	Setsi Mamabolo ICT Enterprise Architect	Samukelo Magcaba Senior Engineer	Zaire Iyoob Senior Manager: ICT Enterprise Architect & Strategy	Akil Maharaj Head: Engineering	Alvin Gulzar Executive Manager: ICT
Date <div></div>	Date <div></div>	Date <div></div>	Date <div></div>	Date <div></div>	Date <div></div>
Rev 001					