

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSALS (RFP)

FOR THE APPOINTMENT OF A CONTRACTOR TO REMOVE AND DISPOSE OF MARINE GROWTH, SUPPLY, DELIVER AND APPLY PAINT ON THE ACCESS PLATFORMS AT THE IRON ORE JETTY IN THE PORT OF SALDANHA FOR A PERIOD OF SIX (06) MONTHS

RFP NUMBER	: TNPA/2023/05/0002/30511/RFP
ISSUE DATE	: 31 May 2023
COMPULSORY BRIEFING	: 13 June 2023
CLOSING DATE	: 26 Jun 2023
CLOSING TIME	: 14H00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Appointment of a contractor to remove and dispose marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period ofmonths
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at the Transnet National Ports Authority, Port of Saldanha, Bayvue Centre, Marine Drive, at the Salamander Boardroom on the 13 June 2023, at 10:00am [10 O'clock] for a period of ± 2 (Two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none"> • Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. • Tenderers without the recommended PPE will not be allowed on the site walk, which will take place immediately after the briefing meeting. • Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing and you might be denied entry if results are not favourable. • All forms of firearms are prohibited on Transnet properties and premises. • The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
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CLOSING DATE	14h00 on 26 June 2023 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

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

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

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

3. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidentiality. In this regard Tenderers are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision

Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms at the Iron Ore Jetty in the Port of Saldanha for a period of six (06) months

of the Works, which is either directly or indirectly related to Transnet's business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on **T2.2-18**], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:

- *unduly high or unduly low tendered rates or amounts in the tender offer;*
- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

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6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2: Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities C2.1 Pricing instructions C2.2 Bill of Quantities C3.1 Works Information C4.1 Site information
C.1.4	The Employer's agent is: Procurement Lead

Name:	Malebo Nooi
Address:	Transnet National Ports Authority Bayvue Centre Marine Drive Saldanha
Tel No.	022 703 5420 /083 798 0606
E – mail	Malebo.nooi@transnet.net

C.2.1 Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:

Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:
An authorised representative of the tendering entity or a representative of a tenderising entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

Stage Two - Eligibility in terms of the Construction Industry Development Board:

- Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **3CE** or **higher** or **3SD** or **higher** class of construction work, are eligible to have their tenders evaluated.
- Joint Venture (JV)
Joint ventures are eligible to submit tenders subject to the following:
 - every member of the joint venture is registered with the CIDB;
 - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
 - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **3CE OR 3SD** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
 - the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
 - and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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

Stage Three - Functionality:

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

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

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1 Identification details: The tender documents must be uploaded with:

- Name of Tenderer: (insert company name)
- Contact person and details: (insert details)
- The Tender Number:
- The Tender Description

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

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

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

Time: **14h00 on 26 June 2023**

Location: The Transnet e-Tender Submission Portal: (<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
 2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
 3. A valid CIDB certificate in the correct designated grading;
 4. Proof of registration on the Central Supplier Database;
 5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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

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

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

Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
Evaluation Schedule: T2.2-03 Management & CVs of key personnel	The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service. For each of the Key personnel the following should be included: <ul style="list-style-type: none">• CV• Proof of qualification/s <p>Both the CV and proof of qualification need to be submitted to obtain the score.</p> <p>If one person is fulfilling the role of more than one of the Key personnel requested, it should be clearly indicated.</p>		24
	<i>Key personnel should include at least, amongst others:</i>		
	Project Manager Qualification required: National Diploma in Project Management or equivalent or higher.	6	
	Quality Controller - Qualification required: National Diploma in Quality Management or equivalent or higher	6	
	Construction Manager - Qualification required: National Certificate in Management of Building Construction Processes or equivalent or higher.	6	
	SHE Officer	6	

	- Qualification required: SAMTRAC or equivalent or higher		
Evaluation Schedule: T2.2-04 Project Organogram	Bidder must submit a comprehensive and detailed project specific organogram that shows the structure and composition of their management structure involved in the <i>works</i> in a hierarchy format, inclusive of the key staff/professionals.		
	<i>The tenderer shall demonstrate the following:</i>		
	<p>A project specific organizational chart needs to be provided that indicates the following, as a minimum:</p> <ul style="list-style-type: none"> - Key personnel - Onsite and off-site management - Reporting lines - Subcontracted works - Amount of labourers <p>Information should be provided in the form of an organizational chart or organogram. No other format will be accepted.</p>	5	5
Evaluation Schedule: T2.2-05 Previous Experience	Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:		
	<i>The tenderer shall demonstrate the following:</i>		
	<p>Similar projects refer to projects where the scope included:</p> <ul style="list-style-type: none"> - Cleaning and painting of marine structures in situ (not in a workshop). <p>The list should include:</p> <ul style="list-style-type: none"> - <i>The scope of the work</i> - <i>Duration</i> 	10	20
	<p>Reference letters should be supplied, for project listed as a similar previous project and the reference letters should be signed. The quality of the work should be indicated in the letter.</p> <p>The reference letter should be on a company letterhead and include the contact details of the person referring.</p>	10	

	<p><i>The referring companies may be contacted to verify the work. The following can be verified as a minimum:</i></p> <ul style="list-style-type: none"> - Scope of Work - Duration of work vs planned duration - Quality of work 		
Evaluation Schedule: T2.2-06 Method Statement	<p>The bidder must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project. In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:</p>		
	<p>Method statement that addresses all the aspects of the execution in detail. The Method statement should include the following as a minimum:</p> <ul style="list-style-type: none"> - Cleaning and disposing of marine growth - Cleaning of paint on structure and disposal of paint residue - Application of paint - Temporary structure/ Scaffolding - Procedure to be followed when construction is stopped due to operations and/ or bad weather conditions 	8	13
	<p>Equipment, machines, and Personal Protective Equipment (PPE) The bidder should provide a letter of commitment that they have all the required equipment, machines, PPE (for onsite and offsite work), boat and vehicle to complete the work listed in the Works Information (WI).</p>	5	

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

- T2.2-03 Management & CVs of Key Persons
- T2.2-04 Project Organogram
- T2.2-05 Previous Experience
- T2.2-06 Method Statement
- T2.2-07 Programme
- T2.2-08 Product
- T2.2-09 Health and Safety

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

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

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

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- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 4.

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

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

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

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- C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
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d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data and

f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

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

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

T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

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

T2.2-03 Management & CVs of Key Persons

T2.2-04 Project Organogram

T2.2-05 Previous Experience

T2.2-06 Method Statement

T2.2-07 Programme

T2.2-08 Product

T2.2-09 Health and Safety

2.1.3 Returnable Schedules:

General:

T2.2-10: Authority to submit tender

T2.2-11: Record of addenda to tender documents

T2.2-12: Letter of Good Standing

T2.2-13: Availability of equipment and other resources

T2.2-14: Risk Elements

T2.2-15: Site Establishment requirements

Agreement and Commitment by Tenderer:

T2.2-16: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-17: Non-Disclosure Agreement

T2.2-18: RFP Declaration Form

T2.2-19: RFP – Breach of Law

T2.2-20: Certificate of Acquaintance with Tender Document

T2.2-21: Service Provider Integrity Pact

T2.2-22: Supplier Code of Conduct

T2.2-23: Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-24: Insurance provided by the Contractor

2.1.4 Bonds/Guarantees/Financial/Insurance:

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

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions

2.5 C2.2 Bill of Quantities

3. Part C3: Scope of Work

C3.1 Works Information

4. Site Information C4

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

This is to certify that

(Company Name)

Represented
by:(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: ELIGIBILITY CRITERIA SCHEDULE - CIDB GRADING DESIGNATION**Note to tenderers:**

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

CRS Number	Status	Grading	Expiry Date

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

2. Joint Venture (JV)

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

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

T2.2-03: EVALUATION SCHEDULE - MANAGEMENT & CVS OF KEY PERSONNEL

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

- CV

- Proof of qualification/s

Both the CV and proof of qualification need to be submitted to obtain the score. If one person is fulfilling the role of more than one of the Key personnel requested, it should be clearly indicated. Years of experience will be counted in years and months.

List of key Persons required:

i. Project Manager

- Qualification required: National Diploma in Project Management or equivalent or higher

ii. Quality Controller

- Qualification required: National Diploma in Quality Management or equivalent or higher

iii. Construction Manager

- Qualification required: National Certificate in Management of Building Construction Processes or equivalent or higher

iv. SHE Officer

- Qualification required: SAMTRAC or equivalent or higher Qualification required: SAMTRAC or equivalent or higher.

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1			
2			
3			
4			
5			

Points Available	6
Score	Project Manager
Score 0	No information provided/ No CV and/ or Proof of Qualification.
Score 20	Less than three (3) years' experience and Proof of Qualification(s).
Score 40	Three (3) years but less than five (5) years' experience and Proof of Qualification.
Score 60	Five (5) years but less than six (6) years' experience and Proof of Qualification.
Score 80	Six (6) years but less than seven (7) years' experience and Qualification.
Score 100	Seven (7) years or more experience and Qualification.

Points Available	6
Score	Quality Controller
Score 0	No information provided/ No CV and/ or Proof of Qualification(s)
Score 20	Less than three (3) years' experience and Proof of Qualification
Score 40	Three (3) years' experience and Proof of Qualification
Score 60	Four (4) years' experience and Proof of Qualification
Score 80	Five (5) years' experience and Proof of Qualification
Score 100	Six (6) or more years' experience and Proof of Qualification

Points	6
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Available	
Score	Construction Manager
Score 0	No information provided/ No CV and/or Proof of Qualification.
Score 20	Less than four (4) years' experience and Proof of Qualification.
Score 40	Four (4) or more years but less than six (6) years' experience and Proof of Qualification.
Score 60	Six (6) years' experience and Proof of Qualification.
Score 8	Seven (7) years' experience and Proof of Qualification.
Score 100	Eight (8) or more years' experience and Proof of Qualification.

Points Available	6
Score	SHE Officer
Score 0	No information provided/ No CV and/ or Proof of Qualification(s)
Score 20	Two (2) or less years' experience and Proof of Qualification.
Score 40	Three (3) years' experience and Proof of Qualification.
Score 60	Four (4) years' experience and Proof of Qualification.
Score 80	Five (5) years' experience and Proof of Qualification.
Score 100	Six (6) or more years' experience and Proof of Qualification.

(An overall score for the Evaluation of 60 or more is required to pass this stage of the Evaluation)

Index of documentation attached to this schedule:

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T2.2-04: EVALUATION SCHEDULE: PROJECT ORGANOGRAM

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

1. A project specific organisational chart needs to be provided

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

The Organogram should indicate the following, as a minimum:

- Key personnel
- Onsite and off-site management
- Reporting lines
- Subcontracted works
- Amount of labourers

The scoring of the Project Organogram will be as follows:

Points Available	5
Score	Organogram
Score 0	No organogram submitted/ Organogram submitted in the wrong format
Score 20	Organogram submitted, Tenderer has addressed one (1) of the requirements in the organisation chart.
Score 40	Organogram submitted, Tenderer has addressed two (2) of the requirements in the organisation chart
Score 60	Organogram submitted; Tenderer has addressed three (3) of the requirements in the organisation chart
Score 80	Organogram submitted; Tenderer has addressed four (4) of the requirements in the organisation chart
Score 100	Organogram submitted; Tenderer has addressed five (5) of the requirements in the organisation chart

(An overall score for the Evaluation of 60 or more is required to pass this stage of the Evaluation)

T2.2-05: EVALUATION SCHEDULE: PREVIOUS EXPERIENCE

Note to tenderers:

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

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

Similar projects refer to projects where the scope included:

Cleaning and painting of marine structures in situ (not in a workshop).

The list should include:

- The scope of the work
- Duration

2. Confirmation of Quality Service Rendered

Reference letters should be supplied, for project listed as a similar previous project and the reference letters should be signed. The quality of the work should be indicated in the letter.

The reference letter should be on a company letterhead and include the contact details of the person referring.

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

- Scope of Work
- Duration of work vs planned duration
- Quality of work

Index of documentation attached to this schedule

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Transnet National Ports Authority
Tender Number: TNPA/2023/05/0002/30511/RFP
Description of the works: Appointment of a contractor to remove and dispose marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months



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

The scoring of the list of projects of similar nature will be as follows:

Points Available	10
Score	List of past / current projects of similar nature.
Score 0	Not submitted / No previous similar projects submitted.
Score 20	Three (3) or less previous similar projects
Score 40	Four (4) previous similar projects
Score 60	Five (5) previous similar projects
Score 80	Six (6) previous similar projects.
Score 100	Seven (7) or more previous similar projects.

Points Available	10
Score	Reference Letters- Confirmation of Quality Service Rendered
Score 0	None submitted / Reference letters not conforming to requirement
Score 20	Two (2) or less compliant reference letters submitted.
Score 40	Three (3) compliant reference letters submitted.
Score 60	Four (4) compliant reference letters submitted.
Score 80	Five (5) or more compliant reference letters submitted
Score 100	Six (6) compliant reference letters submitted.

(An overall score for the Evaluation of 60 or more is required to pass this stage of the Evaluation)

T2.2-06: EVALUATION SCHEDULE: METHOD STATEMENT

Note to tenderers:

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

1. Method statement that addresses all the aspects of the execution in detail.

The Method statement should include the following as a minimum:

- Cleaning and disposing of marine growth
- Cleaning of paint on structure and disposal of paint residue
- Application of paint
- Temporary structure/ Scaffolding
- Procedure to be followed when construction is stopped due to operations and/ or bad weather conditions

2. Equipment, Machines and Personal Protective Equipment (PPE)

- The Tenderer should provide commitment that the Tenderer have all the required information as listed below
- Equipment,
- Machines,
- Vehicle
- Boat
- Personal Protective Equipment (PPE) for onsite and offsite work to complete the work listed in the Works Information (WI).

The scoring of the list of projects of similar nature will be as follows:

Points Available	8
Score	Method statement that addresses all the aspects of the execution in detail
Score 0	No information provided.
Score 20	One (1) of the critical elements included.
Score 40	Two (2) of the critical elements included.
Score 60	Three (3) of the critical elements included.
Score 80	Four (4) of the critical elements included.
Score 100	Five (5) of the critical elements included.

Points Available	5
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Score	Equipment, machines, and Personal Protective Equipment (PPE)
Score 0	No information provided
Score 20	Provide commitment for one (1) requirement. Information provided is project specific.
Score 40	Provide commitment for two (2) requirements. Information provided is project specific.
Score 60	Provide commitment for three (3) requirements. Information provided is project specific.
Score 80	Provide commitment for four (4) requirements. Information provided is project specific.
Score 100	Provide commitment for five (5) requirements. Information provided is project specific.

(An overall score for the Evaluation of 60 or more is required to pass this stage of the Evaluation)

T2.2-07: EVALUATION SCHEDULE: PROGRAMME

Note to tenderers:

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Microsoft Projects or Primavera or any other compatible software.

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

1. Programme components

The Programme should, as a minimum, include the following:

- SHE File approval
- Site establishment and de-establishment
- Cleaning of structure
- Painting of structure
- Procedure to be followed when construction is stopped due to operations and/ or bad weather condition
- Logical order and timeframes of the activities

2. Programme duration

The Programme should indicate the duration for the execution of the work and take into account the limitations on availability of the berth as indicated in the WI as well as items listed above.

The scoring of the Programme components will be as follows:

Points Available	10
Score	Project Programme
Score 0	No information provided
Score 20	Tenderer has addressed two (2) or less requirements in the Programme
Score 40	Tenderer has addressed three (3) requirements in the Programme
Score 60	Tenderer has addressed four (4) requirements in the Programme
Score 80	Tenderer has addressed five (5) requirements in the Programme
Score 100	Tenderer has addressed six (6) requirements in the Programme

Points Available	5
Score	Programme duration
Score 0	No information provided
Score 20	Duration is less than 4 months OR Duration is more than 6 months
Score 40	Duration is between 4 and 5.5 months
Score 60	Duration is between 5.5 and 6 months
Score 80	Duration is between 5.5 and 6 months and listed four (4) of the programme components.
Score 100	Duration is between 5.5 and 6 months and listed five (5) or more of the programme components.

(An overall score for the Evaluation of 60 or more is required to pass this stage of the Evaluation)

T2.2-08: EVALUATION SCHEDULE: PAINT PRODUCT

Note to tenderers:

The following information should be provided to evaluate the paint products.

3. Guarantee

- A minimum guarantee of three (3) years on the paint system to be used on the structures. The paint system to be used on the structures should adhere to the requirements set out in the Works Information document.
- The guarantee can be from the tenderer or from the Paint Supplier.

4. Curing time for paint system

- Proof of the paint system's curing time, measured from the time of application. Paint system refers to all the paint layers that will be applied to the structure

The scoring of the list of projects of similar nature will be as follows:

Points Available	14
Score	Paint Product
Score 0	No information provided
Score 20	Guarantee provided is for less than three (3) years. Structure can be submerged within 121min or more from application of paint system.
Score 40	Guarantee provided is for less than three (3) years. Structure can be submerged within 61min to 120min from application of paint system.
Score 60	Guarantee provided is for three (3) or more years. Structure can be submerged within 60min or less from application of paint system.
Score 80	Guarantee provided is for three (3) or more years. Structure can be submerged within 50min or less from application of paint system.
Score 100	Guarantee provided is for three (3) or more years. Structure can be submerged within 40min or less from application of paint system.

(An overall score for the Evaluation of 60 or more is required to pass this stage of the Evaluation)

T2.2-09: EVALUATION SCHEDULE: HEALTH AND SAFETY MANAGEMENT

1. **Health and Safety Management Policy** need to be dated and signed by the Chief Executive Officer/Managing Director. The Policy to indicating and be compliant as minimum with the following elements -
 - 1.1. Commitment to Safety, prevention of pollution,
 - 1.2. Continual improvement,
 - 1.3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - 1.4. Hold management accountable for development of the safety systems and providing a safe and healthy work environment
 - 1.5. Include Health and Safety objectives and targets.
 - 1.6. General responsibilities of all employees

Points Available	2
Score	Health and Safety Management Policy
Score 0	No Health and safety Management policy submitted/ Health and Safety Management Policy not signed or dated.
Score 20	Tenderer has addressed 1-2 Health and safety Management Policy.
Score 40	Tenderer has addressed 3-4 Health and safety Management Policy.
Score 60	Tenderer has addressed 5-6 Health and safety Management Policy.
Score 80	Tenderer has addressed 7-8 Health and safety Management Policy.
Score 100	Tenderer has addressed seven 9-10 Health and safety Management Policy.

2. **Health and Safety Management Plan** should be project specific and as a minimum include:
 - 2.1. Assistant to CEO (OHS Act, Sect 16.2)
 - 2.2. Construction Supervisor (CR, Sect 8.7)
 - 2.3. Construction Health & Safety Officer (CR 8.5)
 - 2.4. Incident Investigation and Reporting
 - 2.5. Health and Safety Risk Assessment Planning
 - 2.6. Safe Operating/ Work Procedures
 - 2.7. Emergency Response

- 2.8. Health and Safety Internal Inspections
- 2.9. Tools, Equipment and Machinery
- 2.10. SHE Training & Competency
- 2.11. Site Induction & Toolbox talks
- 2.12. Personal Protective Equipment (PPE)

Points Available	4
Score	Health and Safety Management Plan
Score 0	Not submitted/Health and Safety Management Plan address <5 of requirements
Score 20	Tenderer has addressed 5-7 of the requirements in the health and safety management plan.
Score 40	Tenderer has addressed 8-10 of the requirements in the health and safety management plan.
Score 60	Tenderer has addressed 11-12 of the requirements in the health and safety management plan.
Score 80	Tenderer has addressed 13-14 of the requirements in the health and safety management plan.
Score 100	Tenderer has addressed 15-16 of the requirements in the health and safety management plan.

3. **Risk Assessment**, which shall be related to execution of the Scope of Work (project specific) and shall as a minimum include:

- 3.1. Identify the risks and hazards to which persons may be exposed to.
- 3.2. Analysis and evaluation of identified risks/hazards.
- 3.3. Measures to mitigate, reduce or control the risks and hazards identified.
- 3.4. Roles & responsibilities for implementation of control.

The methodologies should be done using the given task below and the tenderer would be given score on each task assessment completed.

Points Available	4
Score	Risk Management and Control
Score 0	No Risk Assessment submitted/incomplete risk assessment submitted /Risk Assessment not related to the scope of work, address <3 of requirements
Score 20	Tenderer has fully completed 3-6 of the assessment with as per TNPA requirement/ methodology.
Score 40	Tenderer has fully completed 7-9 of the assessment with as per TNPA requirement/ methodology.
Score 60	Tenderer has fully completed all 10 of the assessment with as per TNPA requirement/ methodology.
Score 80	Tenderer has fully completed 12 of the assessment with as per TNPA requirement/ methodology.
Score 100	Tenderer has fully completed 13 of the assessment with as per TNPA requirement/ methodology.

The scoring of the Tender's Risk Assessment is as follows:

Task #	List of Task/Activities	List Health and Safety Risk/Hazards	List Control Measures	Responsible for Control
1	Weather days			
2	Premature Structural deterioration			
3	Operational delays			
4	Working space			
5	Incorrect use of tool			
6	Temporary structure failure			
7	Unforeseen shipping movement			
8	Noise			
9	Marine pollution			
10	Failing			

Transnet National Ports Authority

Tender Number: TNPA/2023/05/0002/30511/RFP

Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

Attached submissions to this schedule:

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Transnet National Ports Authority

Tender Number: TNPA/2023/05/0002/30511/RFP

Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

T2.2-10: AUTHORITY TO SUBMIT A TENDER

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

Transnet National Ports Authority

Tender Number: TNPA/2023/05/0002/30511/RFP

Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in connection with the tender offer for Contract _____ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

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C. Certificate for Joint Venture

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

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

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

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

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D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

Transnet National Ports Authority

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T2.2-11: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1		
2		
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15		

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Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

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

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

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

Name of Company/Members of Joint Venture:

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T2.2-13: AVAILABILITY OF EQUIPMENT AND OTHER RESOURCES

The Tenderer to submit a list of all

Equipment and other resources that will be used to execute the *works* as described in the Works Information.

[illegible]

T2.2-14: RISK ELEMENTS

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

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

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

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

T2.2-15: SITE ESTABLISHMENT REQUIREMENTS

Tenderers to indicate their Site establishment area requirements:

[illegible]

Transnet National Ports Authority

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Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

T2.2-16: COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.

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

1. **Section 1: Name of enterprise:** _____
2. **Section 2: VAT registration number, if any:** _____
3. **Section 3: CIDB registration number, if any:** _____
4. **Section 4: CSD number:** _____
5. **Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

6. Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

Section 7: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 8: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

Section 9: The attached SBD 8 must be completed for each tender and be attached as a requirement.

Section 10: The attached SBD 9 must be completed for each tender and be attached as a requirement.

Transnet National Ports Authority

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

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

Signed

Date

Name

Position

Enterprise
name

Transnet National Ports Authority

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Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

SBD 4

DECLARATION OF INTEREST

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

- the bidder is employed by the state; and/or

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

SBD 4

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

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

2.2 Identity Number: _____

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

2.4 Company Registration Number: _____

2.5 Tax Reference Number: _____

2.6 VAT Registration Number: _____

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

¹ "State" means –

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

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

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Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

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

YES / NO

2.7.1 If so, furnish the following particulars:

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

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

- Position occupied in the state institution:

Any other particulars:

SBD 4

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

YES / NO

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

YES / NO

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

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

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

YES / NO

2.8.1 If so, furnish particulars:

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

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YES/NO

2.9.1 If so, furnish particulars.

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

YES/NO

2.10.1 If so, furnish particulars:

SBD 4

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

[illegible]

Transnet National Ports Authority

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Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

SBD 4

4. DECLARATIONS

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

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

Signature

Date

Position

Name of bidder

Transnet National Ports Authority

Tender Number: TNPA/2023/05/0002/30511/RFP

Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
 - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included)
- 1.2 The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.
- 1.3 Preference points for this bid shall be awarded for:
 - (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"CIPC"** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- (g) **"comparative price"** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (h) **"consortium or joint venture"** 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;
- (i) **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- (j) **"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);
- (k) **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (l) **"functionality"** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (m) **"non-firm prices"** means all prices other than "firm" prices;
- (n) **"person"** includes a juristic person;
- (o) **"QSE"** means a Qualifying Small EEnterprise as defines by Codes of Good Practice under

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section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (p) **"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;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

- 5.1 In terms of Transnet SCM Policy on preferential procurement and Procurement Manuals, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. 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.
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as

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if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

- 5.7 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.
- 5.8 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.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTIC. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 7.1 B-BBEE Status Level of Contribution: . =(maximum of 10 or 20 points)
- (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....

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iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: _____

9.2 VAT registration number: _____

9.3 Company registration number: _____

9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

9.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business: _____

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in

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paragraph 7 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 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF TENDERER(S)

DATE:

ADDRESS
.....

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SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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SBD 8

CERTIFICATION

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

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

Signature

Date

Position

Name of Tenderer

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SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids/quotes³ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁴ Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - (a) disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - (b) cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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SBD 9

CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

(Quote Number and Description)

in response to the invitation for the quote made by:

(Name of Institution)

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

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

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

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6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

SBD 9

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

Signature

Date

Position

Name of bidder

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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T2.2-17 NON-DISCLOSURE AGREEMENT

[2020]

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

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

TRANSNET SOC LTD

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

and

.....

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

.....

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

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

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or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

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7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

Signed

Date

Name

Position

Tenderer

Transnet National Ports Authority

Tender Number: TNPA/2023/05/0002/30511/RFP

Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

T2.2-18: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below: *[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

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6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-23 "Service Provider Integrity Pact".

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

IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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T2.2-19: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

Transnet National Ports Authority

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Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

T2.2-20 CERTIFICATE OF ACQUAINTANCE WITH TENDER DOCUMENTS

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

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T2.2-21 SERVICE PROVIDER INTEGRITY PACT

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1. OBJECTIVES

- 1.1 Transnet and the Tenderer/Service Provider/Contractor agree to enter into this Integrity Pact, to avoid all forms of dishonesty, fraud and corruption including practices that are anti-competitive in nature, negotiations made in bad faith and under-pricing by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

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- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and
- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice to secure the contract.

2. COMMITMENTS OF TRANSNET

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

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

3. OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.

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- b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
 - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
 - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as

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part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

4. INDEPENDENT TENDERING

4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:

- a) has been requested to submit a Tender in response to this Tender invitation;
- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
- c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.

4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.

4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];
- c) methods, factors or formulas used to calculate prices;
- d) the intention or decision to submit or not to submit, a Tender;
- e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
- f) tendering with the intention of not winning the Tender.

4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.

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

5. DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten) years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.
- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

6. TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees)

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appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.

- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:

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- (i) he made the statement in good faith honestly believing it to be correct; and
- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7. PREVIOUS TRANSGRESSIONS

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

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

8. SANCTIONS FOR VIOLATIONS

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

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

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- e) Cancel all or any other contracts with the Tenderer/Service Provider/Contractor; and
- f) Exclude the Tenderer/ Service Provider/Contractor from entering into any Tender with Transnet in future.

9. CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

10. DISPUTE RESOLUTION

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

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action that reflects bad faith on its part. Litigation in bad faith includes, but is not limited to the following instances:

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

11. GENERAL

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

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

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

Signature

Date

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T2.2-22: SUPPLIER CODE OF CONDUCT

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:
 - Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
 - Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
 - Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our "Tip-offs Anonymous" Hot line to report these acts. (0800 003 056).

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

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

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

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

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Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at _____

Signature

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T2.2-23 AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

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

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information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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

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

YES		NO	
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- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

3. **SOLE AGREEMENT**

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Name

(Operator)

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

AS WITNESSES:

- | | | |
|----|-------------|------------------|
| 1. | Name: _____ | Signature: _____ |
| 2. | Name: _____ | Signature: _____ |

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T2.2-24: INSURANCE PROVIDED BY THE *CONTRACTOR*

Clause 84.1 in NEC3 Engineering & Construction Contract (June 2005)(amended June 2006 and April 2013) requires that the *Contractor* provides the insurance stated in the insurance table except any insurance which the *Employer* is to provide as stated in the Contract Data.

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			

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C1.1: Form of Offer & Acceptance

Offer

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

The appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the Access Platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General The <i>conditions of contract</i> are the core clauses and the clauses for main Option dispute resolution Option and secondary Options of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	B: Priced contract with bill of quantities W1: Dispute resolution procedure X2 Changes in the law X7: Delay damages X16: Retention X18: Limitation of liability Z: Additional conditions of contract
10.1	The <i>Employer</i> is: Address Having elected its Contractual Address for the purposes of this contract as:	Transnet SOC Ltd (Registration No. 1990/000900/30) Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000 Transnet National Port Authority Bayvue Centre Marine Drive Saldanha

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		7395	
10.1	The <i>Project Manager</i> is: (Name)	Sinovuyo Ngobese	
	Address	Bayvue Centre Marine Drive Saldanha 7395	
	Tel	022 703 5497	
	e-mail	Sinovuyo.Ngobese@transnet.net	
11.2(13)	The <i>works</i> are	Appointment of a contractor to remove and dispose marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (6) months	
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none">• Construction and Operational Risk• Business Disruption Risk• Quality Risk	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4" Description of the Site and its surroundings"	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two (2) weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i> .	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	16 March 2024	
30.1	The <i>access dates</i> are	Part of the Site Access to site	Date 08 September 2023 after approval of Safety File
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	Two (2) weeks of the Contract Date.	
31.2	The <i>starting date</i> is	17 August 2023	

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32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion of whole of the Works.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	fifty-two (52) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	Two (2) weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	Between the 15th (fifteenth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Rand Merchant Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<ul style="list-style-type: none"> • Before the Completion Date for the whole of the works and • At the place stated in the Contract Data <p>The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.</p> <p>Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten (10) years is taken into account.</p> <p>The place where weather is to be recorded (on the Site) is:</p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:</p> <p>The <i>Contractor's</i> Site establishment area</p> <p>Saldanha Weather Station</p>

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and which are available from:

**South African Weather Service 012 367 6023
or info3@weathersa.co.za.**

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	None
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
	2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
	3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
	4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon

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	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
	The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
	Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1	<p>The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is</p> <p>The <i>Contractor</i> provides these additional Insurances</p>	<p>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</p> <ol style="list-style-type: none"> 1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger

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		<p>and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.</p> <p>5 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000</p> <p>6 The insurance coverage referred to in 1, 2, 3, 4 and 5 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	<p>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</p>
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<p>Principal Controlled Insurance policy for Contract</p>
9	Termination	<p>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</p>
10	Data for main Option clause	

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B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	
X2	Changes in the law	No additional data is required for this Option
X7	Delay damages	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R12 000 per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
X18	Limitation of liability	

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X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	The Total of the Prices
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	Five (5) years after Completion of the whole of the <i>works</i>
Z	<i>Additional conditions of contract</i> are:	
Z1	Additional clauses relating to Joint Venture	
Z1.1	Insert the additional core clause 27.5 27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:	

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-
- **A brief description of the Contract and the Deliverables;**
 - **The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;**
 - **The constituent's interests;**
 - **A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**
 - **Details of an internal dispute resolution procedure;**
 - **Written confirmation by all of the constituents:**
 - i. **of their joint and several liabilities to the *Employer* to Provide the Works;**
 - ii. **identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the *Contractor's* representative;**
 - iii. **Identification of the roles and responsibilities of the constituents to provide the Works.**
 - **Financial requirements for the Joint Venture:**
 - iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
 - v. **the names of the auditors and others, if any, who will**

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		provide auditing and accounting services to the Joint Venture.
Z1.2		Insert additional core clause 27.6
		27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i> .
Z2	Additional clause relating to Performance Bonds and/or Guarantees	
Z2.1		The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i> .
Z3	Additional obligations in respect of Termination	
Z3.1		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z3.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>

Z3.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z4	Right Reserved by the Employer to Conduct Vetting through SSA	
Z4.1		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z5	Additional Clause Relating to Collusion in the Construction Industry	
Z5.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z6	Protection of Personal Information Act	
Z6.1		The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a

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**manner that is aligned to the Protection of
Personal Information Act.**

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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	%
	The <i>subcontracted fee percentage</i> is	%
11.2(18)	The <i>working areas</i> are the Site and	
24.1	The <i>Contractor's</i> key persons are:	
	1 Name:	
	Job:	
	Responsibilities:	
	Qualifications:	
	Experience:	
	2 Name:	
	Job	
	Responsibilities:	
	Qualifications:	

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

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

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

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	8
C2.2	The <i>bill of quantities</i>	

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

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

**Identified
and defined
terms**

11

11.2

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

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

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

- the quantity of the work which the *Contractor* has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the *Contractor* has completed.

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

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

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m ²	square metre
m ² -pass	square metre pass
m ³	cubic metre
m ³ -km	cubic metre-kilometre
MN	meganewton
MN.m	meganewton-metre

MPa	megapascal
No.	number
Prov sum ¹	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the *Contractor* in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the *bill* specifically for such matters, then the *Contractor* is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the *bill of quantities*. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

¹ Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the *method of measurement*. In the event of any ambiguity or inconsistency between the statements in the *method of measurement* and this section, the interpretation given in this section shall be used.

C2.2 The *bill of quantities*

Item No.	Description	Unit	Quantity	Rate	Estimated Cost
	<u>BILL NO: 1</u>				
1	<u>PRELIMINARIES & GENERAL</u>				
1,1	<u>Fixed Cost Items</u>				
	<u>Contractual Requirements</u>				
1.1.1	Provision of Health and Safety File	Sum	1		
1.1.2	All other Contractual and legal requirements	Sum	1		
	<u>Facilities for Contractor</u>				
1.1.3	Offices and storage sheds	Sum	1		
1.1.4	Ablution and mess facilities	Sum	1		
1.1.5	Provision of Tools and equipment; Boat & Scaffolding	Sum	1		
1.1.6	Provision of net /canvass etc. for prevention of marine growth and paint spill into water	Sum	1		
1.1.7	Site Establishment	Sum	1		
1.1.8	Site De-Establishment	Sum	1		
Total Fixed Cost Items					R -
1,2	<u>Time Related Items</u>				
1.2.1	Plant and Equipment	Item	1		
1.2.2	Health and Safety compliance (incl. PPE, harnesses, life jackets, etc.)	Item	1		
Time Related Items					R -

Total carried to final					R
summary					-
2	<u>BILL NO: 2</u>				
2,1	<u>Paint</u>				
2.1.1	Cleaning of marine growth	m ³	75		
2.1.2	Disposal of marine growth	km	2000		
2.1.3	Supply & deliver paint that adheres to the zones specified in the technical specification, Prepare the surface of the structure for painting & Apply the paint to the entire surface according to the manufacturer's instructions, complete.	m2	824		
	BILL NO: 3				
3,1	Allowance for Standby - Operations and Weather				
3.1.1	Plant and personnel standing time	days	15		
Bill 2-3					R
					-
Total carried to final summary					R
					-

TRANSNET NATIONAL PORTS AUTHORITY

Tender Number: TNPA/2023/05/0002/30511/RFP

Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms at the Iron Ore Jetty in the Port of Saldanha for a period of six (06) months

PART C3: SCOPE OF WORK

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C3.1 *Employer's Works Information*

1. Description of the works

1.1. Executive Overview

Two access platforms on the Iron Ore Jetty at the Port of Saldanha have been earmarked for refurbishment as the structures, particularly the lower support truss elements, currently display signs of distress. These platforms were designed with a 25 year design life. At the time of project handover in March 2011, it was noted that there was visible paint delamination on parts of the structure within the tidal zone. Since commissioning, there has been no maintenance conducted on these platforms as marine fouling and the related organic growth has prohibited adequate visual inspection of the structural components.

Due to the severity of the marine environment the structures have progressively deteriorated, showing further development of paint delamination, corrosion and marine growth. For these reasons, this project aims to conduct extensive maintenance and rehabilitation on these access platform structures.

The scope of work shall include the following activities:

- Installation of temporary structures as per specification. Use impermeable canvas during chemical and paint application. The remainder of the time a permeable canvas needs to be used.
- Removal of all Marine Growth as per specification.
- Cleaning of structure as per specification.
- Application of paint system to structure as per specification.
- Removal of temporary structures.
- Site clearance.

And any other work arising out of or incidental to the above, or required of the *Contractor* for the proper completion of the Works in accordance with the true meaning and intent of the Contract.

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All work, where applicable, shall conform to the drawings issued by the *Employer* as part of this contract and the Project Specifications.

In addition to the above, the *Employer's* objectives are to complete the works timeously and with minimum disruption to ongoing port operations, whilst maintaining the highest safety and quality standards.

1.2. Project Objectives

The *Employer's* objective is to refurbish the access platforms to ensure that the design life of these assets is achieved and where possible, extended through capital funding.

1.3. Interpretation and Terminology

The following abbreviations may be contained in this Works Information:

Table 1: List of abbreviations

Abbreviation	Meaning given to the abbreviation
1) CA	Contract Administrator
2) CQA/QCM	<i>Contractor's</i> QA/QC Manager
3) CDR	<i>Contractor</i> Documentation Register
4) CDS	<i>Contractor</i> Documentation Schedule
5) CSHEO	<i>Contractor's</i> Safety Health and Environmental Officer
6) CHSMP	<i>Contractor's</i> Health and Safety Management Plan
7) HAT	Highest Astronomical Tide
8) PSIRM	Project Site Industrial Relations Manager
9) PSPM	Project Safety Program Manager
10) PSSM	Project Site Safety Manager
11) ProjM	<i>Project Manager</i>
12) ProjEM	Project Environmental Manager
13) ProjEO	Project Environmental Officer
14) QA	Quality Assurance
15) SANS	South African National Standards

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Abbreviation	Meaning given to the abbreviation
16) SES	Standard Environmental Specification
17) SHE	Safety, Health and Environment
18) AFC	Approved for construction
19) OBL	Outside battery limits
20) CD	Compact disc
21) DWT	Dead weight tonnage
22) TNPA	Transnet National Ports Authority
23) IOT	Iron Ore Terminal

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2. Management and start-up

2.1. Management Meetings

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

2.1.1. Types of Management Meetings

Regular recorded meetings will be convened and chaired by the *Project Manager* or his delegated representative. The meetings will be structured as listed in Table 2:

Table 2: Meeting Structure for project

No	Title and purpose	Approximate intervals	Location	Attendance by:
1	Risk Management Workshop: Risk register and compensation events	As risks arise	To be communicated on the kick-off meeting	<i>Project Manager, Supervisor, Contractor</i> and appropriate key persons
2	Progress Meeting: Overall contract progress and feedback	Monthly	To be communicated on the kick-off meeting	<i>Employer, Project Manager, Supervisor, Contractor</i> and appropriate key persons
3	Safety, Health, Environmental Audits	Monthly	To be communicated on the kick-off meeting	Appointed and appropriate key persons
4	Works Scheduling and Technical Meeting: Scheduling of work and Technical matters	Weekly	To be communicated on the kick-off meeting	<i>Project Manager, Supervisor, Contractor</i> and appropriate key persons

The meetings will be designed to pro-actively and jointly manage the administration of the contract with the objective of minimising the adverse effects of risks and unforeseen events for both Parties.

Project site meetings will be held visual on an ad hoc basis. The Senior Managers will attend Project Progress meetings unless there are urgent matters to be resolved. A detailed biweekly

report by the *Contractor* should be available to the project team and any issues arising from the biweekly meetings with external stakeholders should be discussed. In general the cut-off date for the report will be the Friday before the next meeting. The report shall be available by the date of the next meeting, which should be held on a Tuesday to accommodate for the operations planning meeting on Tuesday mornings. Any changes to the scheduling of these meetings, will be communicated by the *Project Manager*. A monthly report should also be made available for the Senior Managers' meeting.

As a minimum the following items should be discussed and resolved at this meeting. Matters that cannot be resolved at this meeting should be referred to the next level of management of both parties for resolution

- *Project Manager's* Overview/Executive Summary.
- SHE Statistics and Reports.
- Schedule and Progress.
- Cost Status Report.
- Construction and Commissioning Activities.
- Planned terminal operations.
- Areas of Concern and Corrective Action.

All meetings shall be recorded using minutes or a register prepared and circulated by the *Employer's* Project Administrator. The meeting minutes will be circulated to all project team members, the *Contractor's* representative and the Project Management Office's Document Control. Such minutes or register shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality issues, Sub-Contractor management reports, as may be required.

Meetings of a specialist nature may be convened as specified elsewhere in this Works Information, or if not so specified, be convened by persons at times and locations to suit the Parties, the nature and the progress of the works. Within five days of the meeting the person convening the meeting shall submit records of the meeting to the *Project Manager*.

2.2. Documentation Control

All contract correspondence shall be issued through *Project Manager*. All hardcopy communication will be delivered to the *Project Manager's* office. In the event of urgent communication, electronic communication can be transmitted to the *Project Manager*.

2.3. Safety Risk Management

All health and safety matters associated with the *works* will be dealt with in accordance with Construction Regulations (2014).

All container type site accommodation must be appropriately secured and tied down to prevent it from being blown over in strong winds.

The *Contractor* compiles the *Contractor's* Health and Safety Management Plan (CHSMP) in accordance with the provisions of Construction Regulation (2014) and submits to the *Project Manager* for approval. No work on site is permitted until the CHSMP is approved.

The *Contractor* ensures that its Sub-Contractors comply with the requirements of the CHSMP.

The *Contractor* performs the *works* and all construction activities within the Site and Working Areas in accordance with the CHSMP.

The CHSMP is:

- Legal and site specific requirements.
- Hazard Identification, Risk Assessment and Risk Control.
- Policies Mandated by the *Employer*.
- Injury Management.
- Health and Safety Communication and Consultative Processes.
- Education, Training and Competency.
- Measurement and Review.

In addition the *Contractor's* health and safety file index shall as a minimum consist of the following:

- 1 Principal *Contractors* construction site organogram
- 2 Valid Letter of good standing with compensation fund
- 3 Notification letter of construction work – provincial director
- 4 Appointments
- 5 37(2) Agreement

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- 6 Induction employees and visitors
- 7 Copy of toolbox talk register
- 8 Principal *Contractor's* safety policy
- 9 List of Sub-Contractors
- 10 Health and safety plan
- 11 Environmental management plan
- 12 Fall protection
- 13 Stats (Lost Time Injuries, NCRs, etc.)
- 14 Risk assessments
- 15 Incidents/accidents register and investigation report
- 16 Emergency contact telephone numbers
- 17 Emergency plan
- 18 Minutes of *Contractors* weekly health and safety meetings
- 19 Checklists
- 20 Pre matrix and register
- 21 Site establishment
- 22 Safety Audits
- 23 ID documents and medicals
- 24 Vehicle access list
- 25 Covid 19 related requirements

The *Contractor's* Safety Health and Environmental Officer (CSHEO) shall submit daily, weekly and monthly reports and data as required by the CHSMP to the PSSM. The role of the CSHEO is stated under paragraph 2.7.1 of the Works Information.

The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* and who communicate directly with the *Contractor* and his *key persons* with respect to the CHSMP and health and safety issues are:

The Project Health and Safety Officer (PHSO), who is responsible for health and safety on the Site and Working Areas and reports to the *Project Manager* with specific tasks to:

- Implement the *Employer's* safety management system.
- Monitor *Contractor's* compliance to the CHSMP.
- Ensure risk is at an acceptable level.
- Ensure the *Contractor's* workforce and Construction Management Team is competent.

The *NEC3 Supervisor*, who is responsible for ensuring that the *Contractor* complies with the contract in terms of quality of works and rectification of defects and acts on behalf of the *Project Manager*.

2.4. Environmental Constraints and Management

The *Contractor* shall adhere to all regulations enforced by law or agreement concerning the environment.

The *Contractor* shall submit the Environment Management Plan (EMP) to the *Project Manager* for scrutiny and approval.

The *Contractor* shall take cognisance of the contents of these documents and shall conduct his operations in compliance with the recommendations contained in the report. The Environmental Practitioner will monitor such compliance and will advise the *Supervisor* of any non-compliance. Should any activity being carried out by the *Contractor* be in conflict with the EMP, the *Supervisor* may stop such activity until the *Contractor* demonstrates that he will be able to comply with the Environmental Management Plan. No claims will be entertained for the delays so incurred. In addition, in the event of any non-compliance, the *Contractor* will, at his own cost, correct or rehabilitate to the satisfaction of the Environmental Practitioner.

The *Contractor* ensures that its Sub-Contractors comply with the requirements of the approved EMP.

2.5. Quality Assurance Requirements

The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC3 Clause 31.2 to include details of:

- Quality Plan for the Contract.
- Quality Policy.
- QMP, QAP & QCP.
- Method statement for the whole of the works.
- Index of Procedures to be used.

The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the Contract including all quality related documents as part of its Quality Plan.

2.6. Programme and Planning

The *Contractor* uses the Critical Path Method (CPM) for the Contract time analysis, planning and scheduling of all activities comprising the works within the Site and Working Areas showing all necessary logic diagrams and clearly demonstrating the sequence of operations.

The *Contractor* complies with the *Employer's* high-level construction programme when he submits his first programme. Key Dates and Completion Dates, where applicable, as defined in the Contract Data are incorporated into the programme.

In addition to the requirements of ECC3 Clause 31.2, the *Contractor* shows the following activities/details/items on his first programme, and all subsequently revised programmes submitted to the *Project Manager* for acceptance:

- Critical path or paths, together with all activities/operations that have a free float of less than 10 days.
- The requirements of the CSHMP, CEMP and the quality assurance requirements as described under paragraphs 2.3, 2.4 and 2.5 respectively of this Works Information.
- Each activity adequately 'resource loaded' with detailed classification and quantities of labour, equipment, plant and materials.
- Each activity 'cost loaded' and integrated with the *Contractor's* cash flow forecasts.
- All activities with abnormal shift requirements, such as two shifts per day, six-day workweek, specified overtime, or work at times other than regular days or hours, clearly identified.

The *Contractor's* programme shall show duration of operations in working days, based on normal working hours per day and working days per week. It should specify normal working hours per day/shift. The activity/operation durations shall be realistic, based on applied resources, and should take note of the fact that the works will be undertaken in an operational area.

Allowance should be made for Operational requests to stop/start activities around vessel berthing and operations, and thus a flexible approach to the shift pattern and works around operations would benefit the *Contractor*, in reducing the time on site. It is advised that the *Contractor* schedules work when there are no vessels in front of the access platforms; as well as during the annual maintenance shut down period. This shut down period usually occurs around September or October on an annual basis and for a duration of approximately 7 days.

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In addition, the *Contractor* must allow for and clearly show in his schedule delays due to humidity, temperature, water levels, waves, winds and all other factors which may prevent him from completing the works

The *Contractor* presents his first programme and all subsequently revised programmes (see ECC3 Clauses 31.2 and 32.1) in both hard copy format and in soft copy format as specified under paragraph 2.2 of this Works Information.

The *Contractor's* graphical presentation of the programme (Gantt chart) shows the following:

- Activity ID Number(s).
- Activity Description.
- Original Duration.
- Remaining Duration.
- Actual Duration
- Early Start Date.
- Early Finish Date.
- Baseline Start Date.
- Baseline Finish Date.
- Total Float.
- Actual Start and Actual Finish dates must be printed for those activities in progress or completed.

The *Contractor* uses Microsoft Projects for his programme submissions or, subject to the prior written notification and acceptance by the *Project Manager* to accept any alternative software.

The *Project Manager* will not accept any programme that uses float suppression techniques such as preferential sequences, special lead/lag logic restraints, extended activity times, or imposed dates, other than as required by the Contract. Activities that have posted progress without predecessors being completed (Out of Sequence Progress) may be allowed following acceptance by the *Project Manager*.

The data provided in the *Contractor's* Daily Reports is the sole basis for updating the programme. For every in progress or completed activity the Actual Start and Finish dates and Remaining Durations on the CPM Schedule must match the dates in the *Contractor's* Daily Reports.

The *Contractor's* programme shall take into account the approved WBS reflecting the manner the works are to be performed. The following levels of programme shall be used:

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Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.

Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below. The structure and layout will be in accordance with the WBS as defined in the Level 3 Project Schedule.

Level 3 Project Schedule – detailed schedules generated for tracking and control of all activities/operations identified on the programme from the starting date to Completion. The activities/operations will be coded in accordance with the WBS. Individual operations will be assigned a code in order that filters can be applied to reflect the requirements of the Project Leads and managers The *Project Manager* notifies any subsequent layouts and corresponding filters on revised programmes.

Level 4 Project Schedule – detailed day-to-day discipline speciality level programme developed and maintained by the *Contractor* and generated for tracking and control of all activities and deliverables for all phases of the Project. This programme utilizes the WBS structure and represents the day-to-day activities/operations by discipline.

The envisaged sequence of rehabilitation of the Access Platform is as follows:

- i) Construct temporary structures and install safety and environmental provisions.
- ii) Clean off marine growth from access platform.
- iii) Clean access platform structure up to galvanised layer.
- iv) Replace anode.
- iv) Apply paint system to structure.

2.6.1. Reporting and Monitoring

The *Contractor* submits programme narrative report to the *Project Manager* at weekly intervals in addition to the intervals for submission of revised programmes stated under Contract Data Part One. *Contractor* also submits monthly programme narrative report to the *Project Manager*.

The *Contractor* completes an assessment of all activities in progress and to completion to determine percentage complete, forecast completion dates, deviations from the Accepted Programme and proposes remedial actions to rectify deviations.

The *Contractor* shows on each revised programme he submits to the *Project Manager* a resource histogram showing planned progress versus actual, deviations from the Accepted Programme and any remedial actions proposed by the *Contractor*.

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The *Contractor* submits the programme narrative report detailing the status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; plant and equipment histograms; S-curve of overall progress; and critical action items (top 10). Report shall indicate "progress this period" and "progress to date".

The *Contractor's* weekly programme narrative report, updated and issued weekly, includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted Programme.
- 2 or 3-week Look-ahead Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted Programme.
- Manpower Histogram – reflecting actual, forecast and planned activities.
- Plant and Equipment Histogram – reflecting actual, forecast and planned activities.
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values.

The *Contractor's* monthly programme narrative report is submitted a week before the last Friday of each month, or as required by the *Project Manager*. The report shall indicate "progress this period" and "progress to date" and shall include, but is not limited to, the following:

- Summary of progress achieved during the reporting period.
- Latest Accepted Programme.
- Deviations from the current Accepted Programme and action plans to rectify.
- Project Milestones table – planned versus actual and forecast.
- Status and performance of operations on the Site and Working Areas.
- Status and performance of operations outside the Working Areas.
- Cash Flow Forecast Report.
- Digital photographic record of the progress of the works.
- Manpower Histograms.
- *Contractor's* Equipment histograms.
- S-curves of overall progress.
- Critical action items list (top 10).

2.6.2. Cash Flow Forecast

Based on the Accepted Programme, the *Contractor* submits a monthly cash flow forecast report that details the anticipated monthly cash flow, represented by the expected assessments of the amounts due, to the *Project Manager*.

Monthly, the *Contractor* completes an assessment of all activities in progress and to completion, and accordingly revises and submits the updated cash flow forecast report detailing any variances and proposes remedial actions to rectify deviations.

2.7. Contractor's Management, Supervision and Key Personnel

The *Contractor* provides an Organogram and Curriculum Vitae's of all his key personnel (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and shows how such key personnel communicate with the *Project Manager*, the *Supervisor* and their delegates. The *Contractor* must use his own discretion to appoint key personnel in his organogram. The roles and responsibilities listed from 2.7.1 to 2.7.3 may be shared amongst key personnel in the *Contractor's* organogram. Item 2.7.1 to 2.7.3 serve as guidelines only and the *Contractor* should use his experience to determine the amount of key personnel required to fulfil the scope of the project.

2.7.1. The *Contractor* employs a CSHEO, based on the Site, as a key person under ECC3 Clause 24.1.

The CSHEO reports to the PSSM in respect of issues relating to safety risk management. The CSHEO submits the CHSMP to the *Project Manager* for approval and ensures that the *Contractor* implements the CHSMP.

The CSHEO reports to the ProjEM on the Site in respect of issues relating to environmental management. The CSHEO submits the CEMP to the *Project Manager* for approval and ensures that the *Contractor* implements the CEMP.

The CSHEO tasks include but are not limited to:

- Reports a safety incident to the *Project Manager*.
- Attends all SHE meetings, toolbox talks, induction programmes and monitors compliance with the CHSMP.
- Submits daily, weekly and monthly reports and data as required by the CHSMP to the PSSM.
- Reports an environmental incident to the *Project Manager*.
- Undertakes daily, weekly and monthly inspections of the Site and Working Areas as required by the CEMP and submits reports to the ProjEM.

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- Monitors compliance with the CEMP and the environmental method statements submitted to the *Project Manager* and.
- Ensures the *Contractor* clears litter from the Site and Working Areas.

2.7.2. The *Contractor* employs a QA/QC Manager (CQA/QCM), based on the Site, as a key person under ECC3 Clause 24.1.

The CQA/QCM reports to the *Supervisor*. The CQA submits the PQP to the *Project Manager* for approval and ensures that the works meet the standards stated in the Works Information.

The CQA/QCM tasks include but are not limited to:

- Maintains the comprehensive register of documents required by the PQP.
- Undertakes all inspections and testing required by the PQP.
- Prepares and regularly updates the CDR.

2.7.3. The *Contractor* employs a *Contractor's* Design Engineer (CDE) as a key person under ECC3 Clause 24.1. for the design of temporary works.

The CDE is registered with ECSA as a Professional Engineer and is responsible for the design of all Equipment required for providing the works.

The CDE tasks include but are not limited to:

- Submits detailed designs and procedures of all Equipment to the *Project Manager* for acceptance, at least two weeks before same are required on the Site.
- Periodically visits the Site and Working Areas to ensure that the *Contractor* correctly implements his designs and procedures.
- Participates in design safety reviews.

2.8. Insurance provided by the *Employer*

The insurance that will be provided by the *Employer* is as per ECC3 Clause 87.

The *Contractor* liaises with the *Employer* and the *Project Manager* at the Contract Date to declare the ECC3 contract details to the *Employer's* insurance brokers.

Where the works involve the assembly, erection and installation of Plant, the *Contractor* declares the full replacement value and not the value included in the ECC3 contract.

The *Contractor* liaises with the *Employer* and the *Project Manager* when a claim is made and assists in completing the Claims Advice Forms that shall be provided.

2.9. Contract change management

At the Contract kick off meeting, the *Contractor* will be provided with the format of the standard forms to be used for communication of Contract change management (ECC3 Clause 60).

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

Once a Compensation Event (CE) is notified, the *Project Manager* along with technical support personnel and the NEC *Supervisor* will evaluate the CE. If the CE is accepted a Project Change Notice will be applied and the CE will be paid. Should the CE be rejected, the *Contractor* will be informed accordingly, with reasons, and the CE will not be paid.

2.10. Provision of retention

TNPA will retain 10% of the contract value for a period of 12 months.

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

3. Engineering and the *Contractor's* design

3.1. *Employer's* design

The *Employer* supplies the following:

- Works Information
- Technical Specification
- Drawings (if required)

The *Employer* grants the *Contractor* a licence to use the copyright in design data presented to the *Contractor* for the purpose of the *works* (and the *Contractor's* obligation under paragraph 3.2 of the *Employer's Works* Information) ONLY.

The design of the works is done by the Engineering Department of the entity formally known as Transnet Group Capital.

3.2. Parts of the work which the *Contractor* is to Design

All temporary *works* shall be designed by the *Contractor* and shall remain the *Contractor's* responsibility. The *Contractor* shall submit any shop drawings for structural steel to the *Project Manager* for approval before the manufacturing of steel work can commence.

The *Contractor's* Design Engineer will be registered with ECSA as a Professional Engineer in a field that is relevant to the designs that need to be done. and is responsible for the design of all Equipment required for providing the works.

Designs would need to be submit and approve as per the procedure set out in section 3.3. Designs will be submitted to the *Project Manager* for acceptance, at least three weeks before same are required on the Site or be submitted for manufacturing, whichever one comes first.

Temporary *works* shall be removed from the site at the end of construction.

3.3. Procedure for submission and acceptance of *Contractor's* design

The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation.

Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

The *Contractor* shall deliver both hard copies and electronic media copies (CD Rom) to the *Project Manager* at the address stated within the Contract Data.

All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.PDF) and Native file format.

Acceptance of documentation by the *Project Manager* will in no way relieve the *Contractor* of his responsibility for the correctness of information, or conformance with his obligation to provide the *Works*. This obligation rests solely with the *Contractor*.

After review, a copy of the original reviewed/marked-up drawing/document, with the *Project Manager's* consolidated comments and document status marked on the *Contractor* Review Label, is scanned and the hard copy shall be returned to the *Contractor* under cover of the project's Transmittal Note for revision or re-submittal as instructed.

The *Contractor* shall allow the *Project Manager* 2 weeks to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the *Project Manager* to the time of despatch.

However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

On receipt of the reviewed documentation the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2 weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.

Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document. No cost arising from any revisions which are a result of the *Contractor's* omission of critical details and any costs incurred by the *Contractor* in completing such drawings, may be claimed from the *Employer*.

3.4. Employer's requirements

3.4.1. Specifications

3.4.1.1. Temporary structures

A temporary structure shall be assembled around the access platforms to enable the repair work of the structure to be done in a safe manner. All temporary works structures shall be designed and built in accordance with the relevant codes of practice. The temporary structures should be designed in such a way that it is easy to assemble and disassemble when required, as well as imposing minimal additional loading on the structure. The responsibility and accountability of the design, erection and daily inspections of the temporary structures remains solely with the *Contractor*.

In conjunction with the temporary structure, a canvas sheeting, or similar, is required to catch all matter generated during the works. No work shall be permitted without the temporary works and canvas sheeting (or similar) in place. Care must be taken to ensure that the canvas is removed before the tide rises to the level of the platform structure.

Depending on the nature of the work, permeable and impermeable canvas sheeting will be used. A permeable canvas will be used at all times. An impermeable canvas shall be used on top of the permeable canvas during the application of solvent and paint works. The canvas material will be placed below the structure as well as parallel to the structure to prevent the spread of particles into the environment. Any deviation from the canvas material is to be approved by the *Project Manager*.

3.4.1.2. Cleaning

The cleaning of the structure methodology has been divided into two regions and shall be carried out as follows:

- Top Section (top to 1.2m from bottom): The structure shall be cleaned up to a sound paint surface. High pressure water blasting (gritless) shall be used to roughen the paint surface to assist cohesion with the applied paint layers.
- Bottom Section (bottom to 1.2m from bottom): The section shall be cleaned up to the galvanized layer of the steel. The old paint should be completely removed from the structure. The method of high pressure water blasting must be used, for the cleaning of the structure.

For high pressure water blasting, water from the Reverse Osmosis (RO) desalination plant within the harbour can be used, subject to availability. Alternatively, non-potable water can

be used or water sourced from non-drought stricken areas. The use of potable water sourced from within any drought stricken areas is strictly prohibited.

Care must be taken to ensure that all particles removed from the structure are caught on the canvas, and disposed of at the appropriate landfill site. Dumping certificates are required as proof that the material has been disposed of in the correct manner. Furthermore, all products that can be harmful to the marine life and the environment should be used minimally and must be caught on the impermeable canvas.

3.4.1.3. Marine Growth Removal

All biological fouling accumulated on the support trusses are to be completely removed by the *Contractor* before any further work is conducted on the structure.

Removal and disposal of marine growth off site shall be conducted in an environmentally friendly manner, in accordance to the South African National Environmental Management Act (NEMA).

The marine growth shall be sensitively handled as follows: the biofouling shall be caught in the permeable canvas and disposed of at an approved landfill site. A certificate supplied by the landfill site must be provided to the *Project Manager*, as proof that the marine growth was disposed of in the correct manner.

3.4.1.4. Paint and paint application

All paint that the *Contractor* plan to use on the structures need to be submitted to the *Project Manager* for approval before the *Contractor* bring the paint on to site.

Once the Paint Supplier gives approval that the structure has been adequately cleaned, the paint system can then be applied. A paint system must be applied to the structure, which is in accordance to the marine environment, drying time requirement as well the required guarantee.

The marine exposure environment of the facility is mixed and complex. The zones are specified in SANS 12944. The structure is exposed to a combination of atmospheric marine zone (C5M), marine splash zone (MSZ) as well as tidally immersed zone (IM2). The chosen paint system must be suitable for all of these exposure classes.

The curing or drying time of the paint system should allow for the structure to be submerged half an hour after application.

A minimum guarantee of three years must be provided for the chosen paint system.

The paint system must be applied in two coats, each with a minimum dry film thickness of 200 µm. The paint system must be applied in accordance with the paint manufacturer's specification. Any amendments to this must be clearly defined. The value add must be shown and proven based on experience and performance of structures in similar environments, and of similar nature (e.g. materials, degree of immersion, etc.). Amendments will only be accepted if a clear benefit is shown, evidenced through the guarantee provided. In this case, the minimum level of quality shall be as defined in SANS 10120.

All angles and edges must be stripe coated. The paint must be applied using the method of Airless Spray, for maximum protection and a quality finish. See section 3.4.2 for all of the quality control specifications.

3.4.1.5. Boat requirements

Should the *Contractor* prefer to use a boat or a combination of a boat and temporary structures for the executing of the work, the following should be adhered to:

- The boat size should not be longer than 12m LOA to allow the vessel to move safely under the jetty and between the caissons and other quay infrastructure.
- The boat should have a valid Department of Transport number.
- All pilots that will be operating boat should get Pilot exemption from the Port. The following will need to be submitted to obtain the Pilot Exemption:
 - SAMSA Safety Survey Certificate
 - Radio license for the Skipper
 - Radio license for the boat
 - SAMSA Eyesight test for the Skipper
 - The cost of the Pilot Exemption is depended on the length of the boat

The requirements set out in sections 3.4.1.1 and 3.4.1.2 in terms of canvas, cleaning of marine growth, catching of marine growth and other material, etc. would still be applicable if a boat is used for the executing of the work.

3.4.1.6. Period for execution of work

The work can only be done between September and March (execution months), due to the weather conditions.

Should the project be awarded between April and August the work will only be done during the execution months. Preparations and any off-site work can be done prior to the execution months.

3.4.2. Hot work permit

For all hot work that will be carried out on site at the Access Platforms, a hot work permit will need to be obtained from TNPA's Fire Department.

A permit is valid for 24 hours and cost R 387.46 per permit. A permit needs to be obtained before the work may commence. The Fire Department needs to be notified 2 hours before the first permit is required, that all the necessary inspections can be done. For the subsequent permits, the Fire Department needs to be notified 1 hour before the permit is required.

3.4.3. Quality Control

3.4.3.1. Temporary Structure

A temporary structure shall be assembled around the access platforms to enable the repair work of the structure to be done in a safe manner. All temporary works structures shall be designed and built-in accordance with the relevant codes of practice.

The responsibility and accountability of the design, erection and daily inspections of the temporary works remains solely with the *Contractor*.

3.4.3.2. Marine Growth Removal

All marine growth must be removed from the structure to the satisfaction of the paint supplier. During the removal of the biofouling, care must be taken to ensure that no damage is incurred on the structure.

3.4.3.3. Cleaning

The top section of the structure, shall be cleaned until a sound paint layer is reached. Any rust and flaking paint must be completely removed.

For the bottom (1.2m) of the structure, i.e. the section partially submerged, the old paint layers should be completely removed. The method of removal should not in any way damage the galvanised coating on the structure.

The chosen method for cleaning of the structure is high pressure water-blasting. No other cleaning method shall be permitted. Care must be taken when using the high pressure water-blasting, to ensure that the paintwork of the access platform's other structural components, are not affected.

If the paint system to be used requires any further cleaning, this should be done in accordance with the paint manufacturer's specification. Should any additional cleaning be required, this should not damage the galvanising, and must be approved by the Paint Supplier.

The testing regime must be specified by the Paint Supplier in such a way that the *Contractor* will achieve the requirements for the guarantee. The testing regime shall not be of lower quality as specified in SANS 12944, specifically, but not limited to testing of adhesion to previously painted surfaces, as well as for methods of surface preparation. Test results for adhesion of the paint product to previously painted surfaces must be submitted with the tender documentation and must show clear achievement of SANS standards.

3.4.3.4. *Paint Application*

The paint application specification developed by the Paint Supplier must comply with SANS12944 as a minimum.

The *Contractor* is required to apply the paint in accordance to the paint specification. A guarantee from the paint manufacturers for the chosen paint system, must be provided. It is the responsibility of the *Contractor*, to ensure that all the criteria for the guarantee is met. This includes application and other requirements on humidity, temperature, submergence, rain, and winds, and other technical considerations such as application methodology, dry film thickness measurements and tolerances. All requirements must comply with SANS 12944 as a minimum.

The *Contractor* should inform the *Employer* in a reasonable time before paint is supplied and thickness are measured, to allow the *Employer* to witness any of the above mentioned activities on an Ad-hoc basis.

The *Contractor* should inform the *Employer* at the end of the cleaning stage as well as at the end of the painting stage, to review the progress.

The *Contractor* is responsible for quality control and the responsibility remains solely with the *Contractor*.

The paint application specification developed by the paint supplier must comply with SANS12944 as a minimum.

3.4.4. Environmental Specifications

3.4.4.1. *Bird-life*

There are currently Cape Cormorants and Crowned Cormorant bird species nesting on structure as well as on the caissons next to the structure. These birds will be relocated prior to the commencement of the works. This work will be done by *Other*.

3.4.4.2. *Temporary Structure*

A temporary structure shall be assembled around the access platforms to enable the repair work of the structure to be done in a safe manner. The temporary structure shall work in conjunction with material sheeting, to catch all the matter generated during the works.

The material sheeting chosen should be of sufficient strength and permeability to be used for the various activities e.g. cleaning and painting. A material should be used for the backslash of the high pressure water-blasting with sufficient strength, whilst a material of suitable permeability shall be used to prevent the spread of particles into the environment.

3.4.4.3. *Marine Growth*

The handling of the marine growth will be done in accordance with Section 3.4.1.2.

3.4.4.4. *Water*

The use of freshwater/potable water, for any part of the works, sourced from within any drought stricken area is strictly prohibited. If water is required, water from the Reverse Osmosis (RO) desalination plant within the harbour can be used, subject to availability. Alternatively, non-potable water, subject to quality control, can be used or water sourced from non-drought stricken areas.

3.4.4.5. *General*

All work should be done in a way to prevent damage to the environment or minimise any possible effect on the environment and marine life.

3.4.5. Operations

All works is subject to Port operations. Due to the location of the access platforms, operations take preference over the contractual work.

Table 3 below indicates the typical berth occupancy. The table gives the amount of time, each month, where there were no vessels alongside the quay, expressed as a percentage. The time was calculated based on 24 hours a day and 7 working days a week.

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Table 3: Typical Berth Occupancy statistics Iron Ore Terminal

Months	Time No Vessels at IOT per month	Time Per Month no vessels on Langebaan Side	Time Per Month no vessels on Saldanha Side
March	9%	0%	21%
April	20%	24%	16%
May	32%	30%	34%
June	34%	30%	38%
July	29%	31%	27%
August	21%	25%	17%
September	24%	30%	18%
October	24%	31%	18%
November	15%	14%	15%
December	19%	8%	29%
January	30%	22%	37%
February	24%	23%	25%
March	30%	30%	31%
Average	24%	23%	25%

The percentages of berth occupancy displayed in Table 3, are provided as a guide only, as the vessels and schedules change annually.

The dates of the annual maintenance shut down period, where there is normally only one vessel along the quay at both IOT berths, will be communicated to the *Contractor* upon appointment.

3.5. General constraints

3.5.1. Access to the Site

The *Contractor* complies with the *Employer's* Site entry and security control, permits, and Site regulations.

The *Contractor* shall take out temporary entry permits for all staff working within the harbour. All costs incurred shall be borne by the *Contractor* or his staff.

3.5.2. Deliveries

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

3.5.3. Noise and vibrations

The noise should be kept to a minimum at all times.

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3.5.4. Working Hours

The *Contractor's* working hours will be from 07:00 till 17:00, 5 days a week but will be flexible, to allow work when weather conditions is within the requirements of the paint guarantee. Alternative working hours should be discussed with the *Project Manager*, prior to commencement of such work.

3.5.5. Parking

The *Contractor* will provide a dedicated parking area in his site camp for the vehicles of his employees, Sub-Contractors and visitors.

3.5.6. Storage of fuel and chemicals

No fuel may be stored on site. Chemicals must be stored in a dedicated hazardous material store with access control. A MSDS should be available in the store for each of the chemicals stored in the store.

3.5.7. Interfaces between the works and existing things

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

3.5.8. Occupied premises and users

The *Works* needs to be conducted on the access platforms on the Saldanha and Langebaan side of the Iron Ore Jetty. The *Contractor* shall not commit or permit any act that may interfere with the performance of work by any of the other parties.

The success of the project depends on the effective co-operation of all parties on site and, if necessary, it may be required to discuss the programme on a day-to-day basis with the *Supervisor* to ensure effective co-operation.

3.6. Confidentiality

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

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

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

3.7. Protection of existing structures and services

The *Contractor* will be held responsible for any damage to existing structures and surfacing caused by the *Contractor* during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the *Project Manager* on conclusion of the *Works*. For this purpose a joint inspection with the *Project Manager* will be carried out prior to occupation of the site(s) and any existing damage noted.

3.8. Protection of the works

The *Contractor* shall provide all necessary material sheeting that would be needed to keep all parts of the *works* perfectly clean and free at all times from spotting, accumulation of particles, debris or dirt arising from the operations. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the *Contractor* at his own expense to the *Supervisor's* approval. The premises shall be left clean and fit for occupation at completion of the work.

3.9. Cleanliness of roads

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

3.10. Control of site personnel

All the employees of the *Contractor* would be required to sign in to the site before commencing with their daily work. Any visitor to the site would be required to sign in in a Visitor's book before going on site. The *Contractor* would be responsible to keep the records of everyone that entered and visited the site.

3.11.Site cleanliness

The *Contractor* will be responsible to keep his site camp and construction site clean and free from any debris and material and/ or objects that can pollute the environment.

3.12.Waste materials

The *Contractor* must make use of the Port Licenced Waste Disposal Operators for the disposal of the waste material. A list of all licenced waste operators will be made available by TNPA to the appointed *Contractor*. The *Contractor* shall have clearly marked, leak proofed waste skips covered with a lid or tarpaulin. All waste material must be deposited into these waste skips. Skips containing organic waste material e.g. biofouling must be covered with lime on a daily basis in order to prevent odour emitting from the skips. The Licenced Waste Operator should assess the organic material (marine growth) for suitability for composting. If material is not suitable for composting, the organic material should be disposed of as hazardous waste. The waste skips must be emptied and the material disposed of at a suitable licenced landfill site or composting facility at least every two weeks or if the skips are full before then. The *Contractor* shall submit proof of Safe disposal to the TNPA Environmental Department.

3.13.Deleterious and hazardous materials

Any deleterious and/ or hazardous material that is required to perform the *works* needs to be indicated on the Environmental Management Plan submitted by the *Contractor*. If any additional materials are required that is not recorded in the Environmental Management Plan, the plan needs to be updated and resubmitted to the *Project Manager* for review and approval prior to bringing the material on site.

All deleterious and/ or hazardous material should be stored in the hazardous material store with a MSDS.

4. Procurement

4.1. The *Contractors* Invoices

When the *Project Manager* certifies payment (see ECC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission. Timing and procedure for submitting invoices will be presented at the kick-off meeting following award.

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

The invoice states the following:

- Invoice addressed to Transnet Limited.
- Transnet Limited's VAT No: 4720103177.
- Invoice number.
- The *Contractor's* VAT Number.
- The Contract number.

Where applicable the invoice contains the following supporting detail:

- A statement of invoices.
- Escalation is calculated on a separate sheet stating the formula used and presented to the *Project Manager* for acceptance.
- The amount paid to date.
- Retention monies to be deducted from the invoice.
- Interest payable.
- Settlement discount.
- Proof of ownership of materials supplied.
- Copies of delivery notes of equipment.
- Summary sheet of manning.
- Summary of progress covered by invoice.

The invoice is presented as an original.

4.2. Measurement and Payment

When the *Contractor* is ready to claim for a portion or all of the works, they will provide the *Project Manager* with a payment certificate detailing the work completed to date, based on measurements of surface area of painted surfaces that have been approved and signed off as meeting the guarantee, by the paint manufacturer. Once the assessment is accepted by the

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Project Manager and signed off, the *Contractor* is required to issue an invoice to the *Employer*. The assessment date shall be within one week of the 15th of each month. The assessment shall include the amount previously claimed and the total claimed to date. Payment will be certified on the items as specified in the Bill of Quantities.

The following conditions apply to the payment of the *Contractor*:

- The *Contractor* is paid by electronic bank transfer within the period stated in the Contract Data.
- The *Contractor* provides the *Employer* with his correct banking information to make the transfer.
- All payments are provisional and subject to audit.
- The *Contractor* preserves its records for such a period as the Department of Internal Revenue may require, but in any event for not less than five years.

4.3. Subcontracting

The *Contractor* shall not employ or bring a Sub-Contractor onto the Site and/or Working Areas without the prior approval of the *Project Manager*.

Where the *Contractor* employs a Sub-Contractor who constructs or installs part of the works or who supplies Plant and Materials for incorporation into the works which involves a Sub-Contractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-Contractor complies with the CHSMP (described under paragraph 2.3 of the Works Information) and the CEMP (described under paragraph 2.4 of the Works Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-Contractor which reflect the *Contractor's* obligations under the CHSMP, CEMP and PQP.

The *Contractor* ensures that a Sub-Contractor complies fully with the *Contractor's* Quality Management System. Quality system requirements shall be applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

4.4. Plant and Material

The *Contractor* provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 3.1, unless otherwise stated elsewhere in the Works Information provided by the *Employer*. All Plant and Materials shall be new, unless the use of old or refurbished goods

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and/or materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Project Manager*.

Where Plant and Materials for inclusion in the works originate from outside the Republic of South Africa, all such Plant and Materials shall be new and of merchantable quality, to a recognised national standard, with all proprietary products installed to manufacturers' instructions.

The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.

No advance payments will be made for materials, plant or equipment supplied by the *Contractor* for the purpose of incorporation or installation as part of the *Works*.

5. Construction

5.1. Temporary Works, site services and construction constraints

5.1.1. Information to be obtained from Site

Prospective *Contractors* shall visit the Site of the proposed Works and acquaint themselves with the nature of the works, the conditions under which the work is to be performed; the means of access to the site and in general with all matters that may influence or affect the contract.

Contractors shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing, as no claims for any extras in connection with the position or nature of the work will be entertained.

5.1.2. Employer's Site entry and security control, permits and Site regulations

The *Contractor* complies with the *Employer's* Site entry and security control, permits, and Site regulations.

The *Contractor* shall take out temporary entry permits for all staff working within the harbour. All costs incurred shall be borne by the *Contractor* or his staff.

5.1.3. Restrictions to access on Site, roads, walkways and barricades

The *Contractor* may not enter the *Employer's* Operational Areas adjacent to the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.

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

The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the Port of Saldanha Bay. To this end access routes are allocated and co-ordinated by the *Project Manager*.

The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.

All *Contractor's* staff and labour complies with Transnet National Ports Authority (TNPA) operational safety requirements and are equipped with all necessary PPE and high visibility apparel.

5.1.4. Personnel restrictions on Site; hours of work, conduct and records

The *Contractor* keeps daily records (daily site diary) of all people, plant and equipment engaged on the Site and Working Areas (including Sub-Contractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times (summarised activity and progress for the day must be mentioned).

5.1.5. Materials for demolition and excavation

The *Contractor* has no title to any materials arising from excavation and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.

5.1.6. Co-operating with and obtaining acceptance of Others

The *Contractor* performs the works and co-operates with The *Employer* (including the agents of the *Employer*) who operates on Site during the entire duration of the Contract period.

The *Contractor* performs the works and co-operates with Others, of whom the *Contractor* is to be notified once appointed by the *Employer*, who operate on Site during the entire duration of the Contract period.

The works will be performed in an operational environment therefore the working times are subject to stop or start instructions from the Port's Harbour Master which will be issued through the *Project Manager*. Within one hour of receiving the instruction to stop, work must be stopped, and the working area cleared, for Port Operations to continue, until such time that the Harbour Master issues an instruction to restart work.

5.1.7. Publicity and progress photographs

The *Contractor* does not advertise the Contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.

The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.

The *Contractor* provides a complete digital photographic record of the progress of the construction of the works to the *Project Manager*, monthly as part of the *Contractor's* monthly programme narrative report. The digital photographic equipment used shall be intrinsically safe.

5.1.8. *Contractor's* Equipment

The *Contractor* keeps daily records of his Equipment used on Site and the Working Areas (distinguishing between owned and hired Equipment) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.

All plant used by the *Contractor* on site shall be properly maintained and operated. Equipment used within the berth area is to be intrinsically safe. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators qualifications and medical records.

5.1.9. Construction Equipment

All equipment to be supplied by the *Contractor* will comply with the relevant standard specifications.

Any tools, test equipment and devices needed for installation, testing and commissioning shall be provided by the *Contractor*. Where applicable, the equipment used shall be intrinsically safe.

5.1.10. Equipment provided by the *Employer*

No equipment will be provided by the *Employer*.

5.1.11. Site services and facilities

For the duration of the Contract, the *Project Manager* will provide an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, workshops, and other *Contractor's* Equipment. The locations of the potential site camps will be pointed out at the site clarification meeting. The *Contractor* may establish a site camp within the boundary of this area. The *Contractor* shall ensure that the area used has a suitable continuous security fence and the necessary access gates. The area may be used for offices, stores, repair shops and any other engineering work that may be required. All preparation and fencing, etc. shall be done by the *Contractor* and shall be for his account, this includes de-establishment and rehabilitation (clean and clear) at completion to the satisfaction of the *Project Manager*.

The *Project Manager* provides the following connections to services within the Site and lay down area for *Contractor's* use:

- A supply point for Potable Water. The closest supply point is at the Security Kiosk at the entrance to the Iron Ore Jetty. Potable water may not be used for construction purposes.
- A supply point for Power. The closest supply point for Power is at Caisson 3. The *Contractor* will be responsible for safely connecting power supply to the site offices and are to provide a Certificate of Compliance as proof of safe connection.

This shall be pointed out at the site clarification meeting. Working water pressure varies between 5-14 Bar with a minimum of 4 Bar. The *Supervisor* will arrange for the closing of the water valves during the installation of the metered take-off points both for water and power.

All further connections from this point on shall be for the *Contractor's* accounts.

The *Contractor* shall provide, maintain and remove lockable portable chemical type toilets.

5.1.12. Facilities provided by the *Contractor*

The *Contractor* ensures that the site establishment area is compliant with the relevant safety regulations and restrictions, is clearly sign posted, and has a suitable security fence, lighting and the necessary access control gates.

The *Contractor* shall provide office facilities for the *Employer's* site representatives which shall be a maximum of five people at any given time. The offices shall be lockable and the layout thereof shall be at the *Contractor's* discretion. All costs for preparation of the site establishment area are for the *Contractor's* account.

The *Contractor* submits details of the layout of his site establishment to the *Project Manager* for his acceptance.

The *Contractor* installs a metering device, accepted by the *Project Manager*, immediately downstream at each of the *Employer's* connections from where he draws services. The *Contractor* provides the *Project Manager* details of his monthly consumption of potable water and power.

The *Contractor* is responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation and all other usage costs associated with the provision of services are for the *Contractor's* account.

The *Contractor* provides the *Project Manager* with a "Certificate of Compliance" (COC), by an "Accredited" Person as defined by the OHS Act, in respect of his Construction Power electrical installation. The *Project Manager* only makes construction power available upon receipt of the COC.

The *Supervisor* (or his nominated representative) conducts routine inspections of the *Contractor's* construction power reticulation and power tools. If found to be un-safe and / or non-compliant with statutory requirements, the electrical power supply is disconnected until the *Contractor* rectifies all defaults.

The *Contractor* provides, at his cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition.

The *Contractor* provides temporary lighting and fencing around every section occupied by him during the construction of the works. Should the *Contractor* perform work from the land side, the area should be secured by movable fencing or gates that can be removed as and when required. Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area. Where a stop work order has been issued by the *Project Manager*, and the Temporary Fencing has been deemed in the way of Operations, it shall be removed until a start work instruction is once again given. The *Contractor* includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.

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

Upon completion, and within two weeks of the date of acceptance of the works, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.

No excess or discarded materials or equipment may be buried or dumped within the port boundary.

Demolition of all temporary structures, surfaces and etc. shall be first approved by the *Project Manager* prior to the work being carried out.

The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.

No housing is available for the *Contractor's* employees. The *Contractor* makes his own arrangements to house his employees and transports them to site in a closed vehicle specifically designed for passenger transport (bus or similar) accepted by the *Project Manager*.

Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the

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land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

5.1.13. Existing Structures and Making Good

The *Contractor* will be held responsible for any damage to existing structures and surfacing caused by the *Contractor* during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the *Project Manager* on conclusion of the Works. For this purpose a joint inspection with the *Project Manager* will be carried out prior to occupation of the site(s) and any existing damage noted.

5.1.14. Setting out of the works

The *Contractor* will be responsible for the setting out of the Works.

For the purposes of this contract the datum level shall be Chart Datum (CD) = 0,000 m level, with Mean Sea Level (MSL) = +0.865m CD.

Refer to the latest South African Tide Tables, published by the South African Navy, for further information on Saldanha Bay water levels.

5.1.15. Standby Time Allowed For

Allowance must be made for standby time. It is the responsibility of the *Contractor* to check the local weather conditions and allow for this in the standby time allowance.

The minimum required conditions for the works must be adhered to at all times. Standby time must be allowed for the following circumstances:

- Clearing off of platform for vessels
- High tides
- Inclement Weather - Rain
- Inclement Weather - Fog
- Inclement Weather - Temperature
- Inclement Weather - Humidity

The *Project Manager* and the *Contractor* will determine the criteria for the claiming of standing time for the respective circumstances listed above. This criteria will be guided by the paint manufacturer's specification and the terms and conditions of the paint system's guarantee.

It is the responsibility of the *Contractor* to ensure that the works is conducted according to the manufacturer's specification. Furthermore the *Contractor* is required to ensure that all the criteria

for the guarantee are met, this would include the strict adherence to the required temperature and humidity range.

5.1.16. Control of noise, dust, water and waste

Before moving Equipment onto the Site and Working Areas and commencing operations, the *Contractor* submits his proposed methods of construction which demonstrate the measures taken to avoid and or reduce any nuisance arising from dust, noise and vibration for acceptance by the *Project Manager*.

5.1.17. Giving notice of work to be covered up

The *Contractor* notifies the *Supervisor* in writing of any elements of the works which are to be covered up. This notification is given not less than 24 (twenty four) hours prior to the proposed covering up. *Contractor* must ensure that all arrangements are made for the work to be inspected and signed-off by *Supervisor*.

5.2. Harbour Working

5.2.1. Co-operation with other Parties

The facility is located within Transnet Port Terminals (TPT) and therefore a permit to work shall be required from TPT before the commencement of any work.

Access to the site will traverse through operational areas. The *Contractor* shall co-operate with other common users of this portion of access.

The *Contractor* shall not commit or permit any act that may interfere with the performance of work by any of the other parties.

The success of the project depends on the effective co-operation of all parties on site, and if necessary it may be required to discuss the programme on a day-to-day basis with the *Supervisor* to ensure effective co-operation.

Access to the facility, from the water side shall be subject to approval from the Harbour Master.

5.2.2. Customs regulations and associated charges

The Works are sited within a Customs Controlled Area. The *Contractor* and his staff shall observe all Customs Regulations within the harbour area.

The *Contractor* shall allow in his tendered rates for all customs and excise duties payable.

5.3. Completion, testing, commissioning and correction of Defects

5.3.1. Work to be done by the Completion Date

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

The whole of the works should completed within five months after receiving the purchase order from the *Employer*. This includes for the approval of the *Contractor's* SHE file which should be submitted no later than one (1) weeks after the purchase order is issued.

Penalties for the late completion of the works shall be charged at a nominal rate of twelve thousand rand (R 12 000.00) per day for every day that the works remain incomplete.

Table 4: Work Completion documents

Item of work	To be completed by
<i>Complete set of Data Books with all information required by all specifications of the work undertaken</i>	<i>Within 14 days after Completion.</i>

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

None.

5.3.3. Use of the Works is required before Completion and or Completion has been certified

There will be coordinated occupation of certain portions of the works before completion. The works will be performed in between operations therefore use of the works will be required but not taken over before completion.

5.3.4. Materials, facilities and samples for tests and inspections

The *Contractor* provides the following:

- All facilities and apparatus required for any test and/or inspections required by the Works Information.
- Samples as required by the Works Information.

The *Employer* provides the following:

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- None

5.3.5. Access given by the *Employer* for correction of Defects

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

- Safety, access control and work procedures as determined by the *Employer's* Terminal Operator.

These may be the same as communicated elsewhere within this Works Information as at the starting date / access date, or as the works are now in use by the *Employer's* occupation of the Site, the same may be incrementally or substantially changed and increased post Completion.

6. Plant and Materials standards and workmanship

6.1. Plant and Materials General Requirements

6.1.1. Plant and Materials General Requirements

All materials, equipment and products shall be used in strict accordance with manufacturer's instructions and specifications.

6.1.2. Protection of works

The *Contractor* shall provide all necessary protection and shall keep the site establishment, stockpile area and working areas perfectly clean and free at all times from spotting, accumulation of rubbish, debris or dirt arising from the operations. The *Contractor* shall ensure that material loss as a result of their working methods is kept to a minimum. Any surface disfigured or otherwise damaged shall be completely renovated or replaced as necessary by the *Contractor* at his own expense to the *Supervisor's* approval. The premises shall be left clean and fit for occupation at completion of the work.

6.2. Standardised Specifications (civil engineering and structural works)

The SANS 1200 Series of Specifications are applicable to all Civil Engineering and Structural works associated with this contract.

Workmanship, tolerances and frequency of testing of all materials shall be in accordance with relevant SANS specifications pertaining to the work performed. These include the following specifications:

- SANS 1200 A (1986): Section A: General.
- SANS 1200 AH (1986) Section AH: General (structural).
- SANS 1200 C (1980) Section C: Site Clearance.
- SANS 1200 HC / 10120 HC: Corrosion Protection of Structural Steelwork.
- SANS 12944: Paints and varnishes — Corrosion protection of steel structures by protective paint systems.
- Other SANS Specifications referred to in the Particular Specifications hereafter.
- Other Transnet Specifications referred to in the Detail Design Specifications.

All specifications referred to in the contract documents but not bound therein shall be the latest edition or revision published at least 3 months before the closing date for receipt of tenders.

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The following interpretations and meanings shall apply to the Specifications:

In case of any conflict in interpretation, ambiguity or discrepancy between any SANS Specification (whether standard or written as a particular project specification) contained in the Works Information and the conditions of contract, the conditions of contract take precedence within the ECC3 contract.

In case of any conflict in interpretation, ambiguity or discrepancy between any SANS Specification (whether standard or written as a particular project specification) contained in this paragraph 6.3 of the *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under ECC3 Clause 17.1.

6.2.1. Variations to the standardised specifications

Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:

Where the word or expression "*Employer*" is used, read "*Employer*";

Where the word or expression "*Contractor*" is used, read "*Contractor*";

Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires;

Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:

"Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the conditions of contract as the context requires;

"Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the Works Information;

"Measurement and payment" and the further definitions contained within 2.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:

Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms at the Iron Ore Jetty in the Port of Saldanha for a period of six (06) months

"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC3 Clause 14.1 and, inter alia, ECC3 Clauses 13.1, 14.3 and 27.1.

SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 5.1.5 of C3.1 *Employer's Works Information*.

Within SANS 1200 A: GENERAL 4.1 PLANT, the following applies: Where the word or expression "Plant" is used, read "Equipment".

SANS 1200 A: GENERAL 4.2 *CONTRACTOR'S OFFICES, STORES AND SERVICES*, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 5.1.11 of C3.1 *Employer's Works Information*.

SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC3 main and secondary options stated therein).

Where SANS 1200 is silent in terms of materials and workmanship, the latest South African Standard Specifications and codes of Practice shall apply.

The principles, meanings and interpretation stated and established within paragraphs 6.3.1 to 6.3.15 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references used within this paragraph 6.3 of C3.1 *Employer's Works Information*.

Transnet National Ports Authority

Tender Number: TNPA/2023/05/0002/30511/RFP

Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms at the Iron Ore Jetty in the Port of Saldanha for a period of six (06) months

PART 4: SITE INFORMATION

The Site is located within the Port of Saldanha at the Transnet Port Terminal, Iron Ore Terminal (IOT). The access platform is located inside the quay in an operation area. There are two access platforms, one on the Saldanha (SLD) side between caissons 5 and 6, and on the Langebaan (LBN) side between caissons 9 and 10, refer to figure 1 showing the location of the access platforms.

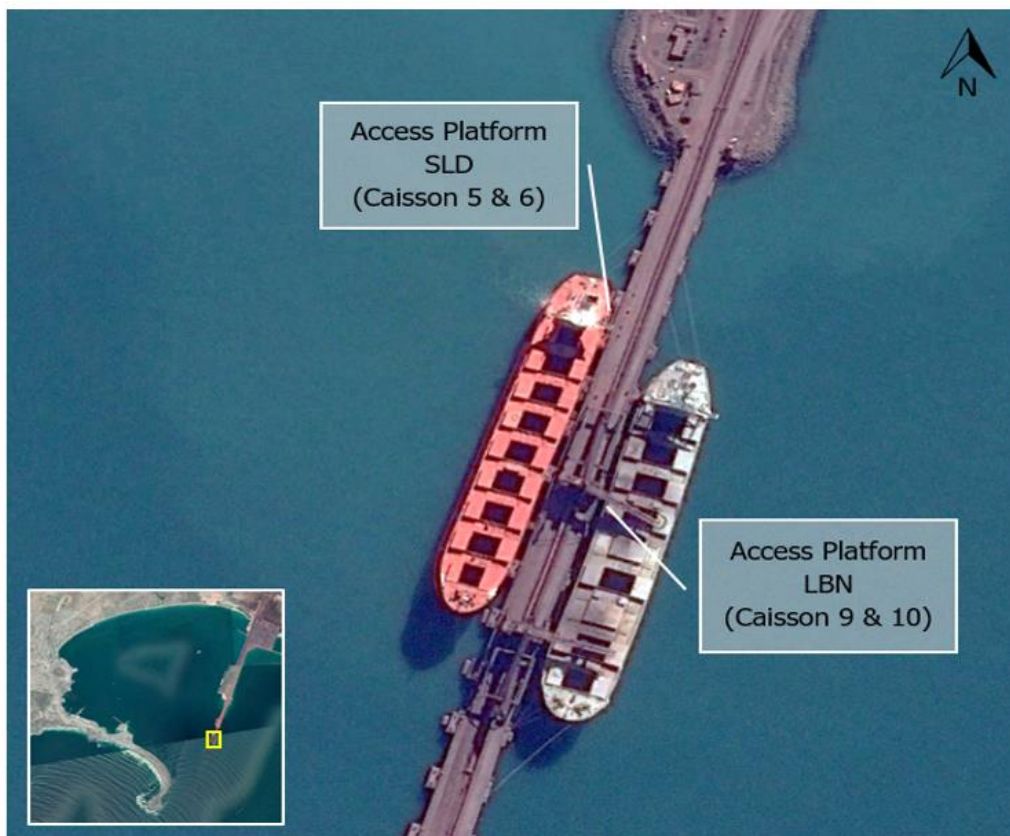


Figure 1: Location of the Access Platforms at the IOT.

1. Description of the Site and its surroundings

1.1. General description

Access to the Port is via the Transnet Port Terminal Main Entrance. The Project Manager will arrange for the issuing of Security permits to all individuals that will be working on the site. SHE induction for access to the Main Terminal compulsory and the Site Access Certificate will not be granted without confirmation of induction.

Site camp location will be agreed with the Contractor on award of the project.

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

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

1.3. Hidden services

All known services will be detected and/ or indicated on site by the client. It also remains the responsibility of the Contractor to detect and protect the existing services.

1.4. Working inside the Port

The site is located in an operational area and the Contractor should take note that operations take preference. Information relating to planned operations will be shared with the Contractor and the execution of the works should be planned accordingly. The Contractor shall adhere to the restrictions in place when working next to port infrastructure and the limitations caused by other contractors working on site.

Transnet National Ports Authority

Contract Number: TNPA/2022/05/0418/3953/RFQ

Description of the works: Appointment of a contractor to remove and dispose of marine growth, supply, deliver and apply paint on the access platforms Iron Ore Jetty at the Port of Saldanha for a period of six (06) months



Safety, Health & Environmental (SHE) Specification for:

PROJECT DESCRIPTION: REMOVAL AND DISPOSAL OF MARINE GROWTH, SUPPLY, DELIVER AND APPLY PAINT ON THE ACCESS PLATFORMS IRON ORE JETTY AT THE PORT OF SALDANHA FOR A PERIOD OF SIX (06) MONTHS

ISSUED: MAY 2023

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

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1. Introduction

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

The purpose of the abovementioned Specification is to:-

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

2. Scope of Work

The scope of work entails the **removal and disposal of marine growth, supply, deliver and apply paint on the Access Platforms on the Iron Ore Jetty at the Port of Saldanha for a period of Six (06) months.**

CONTEXT

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

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

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

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

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

3. Abbreviations and Definitions

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

“Purpose of the Act” –

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

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

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

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

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

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

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

The certificate will reflect the -

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

The certificate will be issued without any alterations.

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

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

“OHS” means Occupational Health and Safety

“Section 37(2) Agreement” – means

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

“SHE” - means Safety Health and Environment

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

“TNPA” - means Transnet National Ports Authority

4. Responsibilities

4.1 TNPA SHE Department shall:

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

4.2 Client (TNPA)

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

4.3 Principal Contractor

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

4.4 Other Joint Responsibilities

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

4.5 Principal Contractor's General Duties

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

4.5.3. Legal Liabilities

Common Law and Legislation

Based on two main criteria –

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

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

5. Safety, Health and Environmental Risk Assessments

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

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

5.1. Arrangements for Controlling Significant Site Risks

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

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

5.2. Development of Risk Assessments

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

- a) To be completed **one week** before the execution of a job, and submitted to the Project Manager for approval, to avoid delays.
- b) Each Contractor shall submit a Risk Assessment Plan that will also include a monitoring and review plan.
- c) Attach **Safe-operating procedures** and **Method statements** to Risk Assessments.
- d) Each Supervisor to communicate Job specific Risk Assessments to every person involved on the job and workmen must sign acknowledgment the communication of and understanding the risks related to the job and preventative measures and controls.
- e) The risk assessment shall include, at least:
 - i. the identification of the risks and hazards to which persons may be exposed
 - ii. the analysis and evaluation of the risks and hazards identified

- iii. a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified
- iv. a monitoring plan and
- v. a review plan

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

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

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

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

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

1. Slippery condition
2. Using of stairs
3. Exposure to noise
4. Working close to water edge
5. Working at Heights
6. Sharp objects
7. Working in awkward positions
8. Dust exposure
9. Hazardous chemical exposure
10. Uneven surfaces
11. Vehicle movement
12. Moving equipment
13. Fire hazard
14. Protection against dehydration and heat exhaustion
15. Protection from wet and cold conditions

5.3. Roles and Responsibilities for Risk Assessments

5.3.1. TNPA

The Port of Saldanha shall:

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

5.3.2. The Contractor shall

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

5.3.3. Other Requirements

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

7.4 Procedure

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



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

5.4. Review of Risk Assessment

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

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

5.5. Safe Operating/ Work Procedures

Specific Rule #1

DO NOT work in hazardous areas without proper procedure being followed

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

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

6. Occupational Health and Safety Management

6.1.1. Standard setting

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

6.1.2. Communication and cooperation

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

6.1.3. Information and training for people on site

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

6.1.4. Welfare

The arrangements for the provision and maintenance of welfare facilities.

6.1.5. Site rules

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

6.1.6. Emergency procedures

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

6.1.7. Reporting of incident information

Specific Rule # 2

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

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

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

OR where:

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

- iv. the uncontrolled release of any substance under pressure took place

- v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- vi. machinery ran out of control,

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

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

6.2. Structure and Organisation of SHE Responsibilities

6.2.1. Overall Supervision and Responsibility for SHE

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

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

6.2.2. Further (Specific) Supervision Responsibilities for SHE

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

7. Safety, Health and Environmental File

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

IMPORTANT:

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

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

9.1 The SHE file requirements are defined in terms of -

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

9.2 The SHE file will contain the following documentation;

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

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

8. SHE Inspections

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

8.1. Housekeeping

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

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

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

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

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

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

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

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

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

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

Specific Rule # 3

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

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

- a) Hand protection
- b) Head protection

Specific Rule # 4

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

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

10. Infection Control

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

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

11. Equipment and Machinery

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

12. Tools and Equipment

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

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

13. Training

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

13.1. SHE Induction Programme

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

13.2. General Induction Training

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

13.3. Site Specific Induction Training

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

14. Periodic Medical

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

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

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

15. SHE Signage on plant and in buildings

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

16. SHE Objectives and Targets

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

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

17. SHE Communication & Awareness

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

18. Incident/Accident Reporting & Investigation

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

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

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

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

18.2. Occurrences reporting & investigation

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

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

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

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

19. Insurance

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

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

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

Such policy shall:

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

The contractor shall:

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

20. Security

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

20.1. Access Control

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

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

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

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

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

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

21. Environmental Management Plan

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

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

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

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

The Contractor is made aware of the following specifics:

21.1. Licensing and Permits

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

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

Specific Rule # 5

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

- e) Working at height (above 2 meters)

Specific Rule # 6

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

The permit is essentially a document which describes the work to be done and the precaution to be followed while doing the work; it sets out all necessary safety procedures and the equipment. The permit should clearly specify the particular item



of equipment or area involved the extent of work permitted, what conditions are to be observed and time and duration of validity. The number of permits required will vary with the complexity of planned activity.

21.2. Waste management

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

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

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

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

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

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

21.3. Indigenous plants and animals

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

22. Transportation

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

23. General Site Procedures

Servicing and fuelling should preferably occur off site.

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

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

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

23.1. General Inspection, Monitoring and Reporting

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

23.2. Contractor's audits and inspections

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

23.3. Other audits and inspections by TNPA

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

23.4. Recording and review of inspection results

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

23.5. Review

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

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

24. Site Rules and other Restrictions

24.1. Site SHE Rules

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


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

25. Records

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

Issued by: SHE Department, Port of Saldanha

Approved by:



Netaneel Pieters, Risk Specialist

15 May 2023

Date