
Transnet Port Terminals

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOCLTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL

RFP NUMBER	: TPT/2024/05/0010/65320/RFP
ISSUE DATE	: 05 August 2024
BRIEFING SESSION	: 13 August 2024
CLOSING DATE	: 20 August 2024
CLOSING TIME	: 12h00pm
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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Transnet Port Terminals

Tender Number: ICLM HQ 641/TPT

Description of the Works: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOCLTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.
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.

NON-COMPULSORY TENDER CLARIFICATION MEETING	<p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Kagiso.Lande@transnet.net</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>A non-compulsory pre-proposal RFP briefing will be conducted online via Microsoft Teams on the 13TH of August 2024, at 10h00 am for a period of ± two (2) hours.</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>12:00pm on (20/08/2024)</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

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2. FORMAL BRIEFING

A non-compulsory pre-proposal RFP briefing will be conducted online via Microsoft Teams on the 13TH of August 2024, at 10h00 am for a period of ± two (2) hours, on the following link:
https://teams.microsoft.com//meetup-join/19%3ameeting_ZDU5YzAyMjUtZjliYS00ODQ1LWFiMWMtNGU3MzBjNzAwMjU5%40thread.v2/0?context=%7b%22Tid%22%3a%22a1a39996-f913-4016-a58a-361c60dec580%22%2c%22Oid%22%3a%22503e5d83-d90e-4720-88d7-86f0d975db98%22%7d.

The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late

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

3. 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 e-Tenders 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**

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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.

4. CONFIDENTIALITY

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

5. 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:

- 5.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 5.2. Not necessarily accept the lowest priced tender or an alternative Tender.
- 5.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable.

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- 5.4. 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.
 - 5.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise.
 - 5.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date.
 - 5.7. 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.
 - 5.8. 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).
 - 5.9. 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.
 - 5.10. 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.
 - 5.11. 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 on T2.2-25], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 5.12. 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.*

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6. 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.

7. 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**

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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
	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 Activity Schedule

	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Kagiso Lande
	Address:	Transnet Port Terminals 202 Anton Lembede Durban 4001
	Tel No.	+27 31 308 8131
	E – mail	Kagiso.Lande@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	<p>1. Eligibility in terms of the Construction Industry Development Board:</p> <p>a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of 6SQ or 6CE or higher class of construction work, are eligible to have their tenders evaluated.</p> <p>b) Joint Venture (JV) Joint ventures are eligible to submit tenders subject to the following:</p> <ol style="list-style-type: none"> 1. every member of the joint venture is registered with the CIDB. 2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and 3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 6SQ or 6CE 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 <p>The tenderer shall provide a certified copy of its signed joint venture agreement.</p>	

Functionality criteria	Sub-criteria	Sub-criteria weight	Number of points Scored
<p>This Criteria must be read in conjunction with returnable T2.2-02 and T2.2-04. The tenderer shall indicate compliance by indicating YES/NO and attach evidence.</p>			
<p>Tenderers are to list in this schedule compliance to the Eligibility Criteria for the Palisade Fencing & High Security Fence. For Evidence tenderer's are to submit proof in the form of either qualifications, specifications, drawings, data books, brochures, certificates, etc. Proof to be attached as part of this returnable. Failure to comply with eligibility criteria i.e., a "No" answer / response and No attachment will lead to disqualification.</p>			
T2.2-02 Eligibility Criteria	Tenderer to have CIDB rating of 6SQ or 6CE (Attach a copy of CIDB grading).	Yes/No	
T2.2-04 Eligibility Criteria	The Civil / Structural and design Engineers must be professionally registered (Pr. Tech. Eng. or Pr. Eng.), for final sign off and provision of relevant compliance certifications (Attach ECSA registration certificate).	Yes/No	
	The Civil / Structural and design Engineers must have a minimum of 2 years' experience in design post registration (Attach CV and qualifications).	Yes/No	
	Corrosion protection guarantee/ warrantee on both high security fence and palisade fence > or = 7 years (Attach guarantee/ warrantee certificate or brochure from the manufacture).	Yes/No	

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

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.

C.2.7 The arrangements for a non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

Tenderers are also **required to bring their RFP document to the briefing session.**

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: ICLM HQ 641/TPT
- The Tender Description: DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOCLTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

Documents must be marked for the attention of:

Employer's Agent: Kagiso Lande

Address: Transnet Port Terminals

**2nd Floor, 202 Anton Lembede Street,
Durban Central
Durban
4001**

Email: Kagiso.Lande@transnet.net

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: **12:00 pm** on the **20th August 2024**

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.

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:

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

Functionality criteria	Sub-criteria	Sub-criteria weight	Number of points Scored
<p>This Criteria must be read in conjunction with returnable T2.2-05. Tenderers should submit a complete and comprehensive Quality Plan that demonstrates the following:</p> <p style="text-align: center;"><u>Score</u></p> <p><i>Points = 100 x Weight</i></p>			
T2.2-05 Quality Management	Score	Weight	
	Project Quality Plan (PQP) based on quality assurance requirements specification (EEAM-Q-009 Quality Management System). Project Quality Plan which satisfies the technical and quality requirements of the works, identifying all procedures, reviews, audits, controls, and records used to control and verify compliance with the Works Information.	6	
	• No PQP submitted = 0		
	• PQP is too general with no project Specifics = 20		
	• PQP is project specific but inadequate to cover project scope = 40		
	• PQP shows adequate understanding of project quality requirements = 60		
	• PQP shows above average understanding of the project quality requirements = 80		
	• Project Quality Plan covers all and above the project quality requirements of the project scope = 100		
	Valid ISO 9001 certificate		
• No ISO 9001 certificate or certificate has expired = 0	4		
• ISO 9001 certificate submitted and valid = 100			
Sub Total for Quality Management	10		
<p>This Criteria must be read in conjunction with returnable T2.2-06. The tenderer shall provide the proposed programme (Primavera or Ms. Project), at a minimum Level 3.</p> <p style="text-align: center;"><u>Score</u></p> <p><i>Points = 100 x Weight</i></p>			
T2.2-06 Programme	Score	Weight	
	Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	6	
	• The tenderer has submitted no information = 0		
	• The programme is poor, and it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of Works and does not deal with the critical aspects of the overall programme = 20		
• The programme is generic, not practical, and unrealistic, therefore is unlikely to satisfy project objectives or Employer's requirements. The tenderer has misunderstood certain aspects of the scope of the Works and does not deal with the critical aspects of the project. = 40			

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	<ul style="list-style-type: none"> The programme is project specific, practical, and realistic, therefore is likely to satisfy project objectives or Employer's requirements. The tenderer has understood certain aspects of the scope of the Works and is dealing with the critical aspects of the project. = 60. 	3		
	<ul style="list-style-type: none"> The programme addresses certain specific project objectives but does not adequately deal with all the critical characteristics of the project. The programme is complete and decomposed, as demonstrated in the project WBS which fully demonstrates the Provision of the Works and the Scope of Works and is in accordance with the Works Information. The programme is predictive in that it contains minor errors or omissions in critical path. The programme contains minor errors and omissions in logic (i.e., horizontal, and vertical traceability) The programme demonstrates the sequence, methodology and underlying approach to Provision of the Works and the Scope of Works, in line with the requirements of the Contract, as such adequately deals with some but not all the critical characteristics of overall project. = 80. 			
	<ul style="list-style-type: none"> The programme adequately addresses specific project objectives and critical aspects. The programme is complete and adequately decomposed, as demonstrated in the project WBS which fully demonstrates the Provision of the Works and the Scope of Works and is in accordance with the Works Information and /or encompasses project scope as detailed but not limited to the Scope of Works. The programme is adequately predictive in that it provides meaningful critical path(s) and forms an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates. The programme contains logic that is horizontally, vertically traceable as supported by realistic duration estimates. The programme adequately demonstrates the sequence, methodology, and underlying approach to Provision of the Works and the Scope of Works, in line with the requirements of the Works information as such adequately deals with the critical characteristics of overall project. = 100. 			
	<p>Dates when the Contractor will need access to any part of the Site, submission & approval process & timing for Health & Safety Files, inclusive of construction work permit, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking inductions, permits and medicals.</p>			
	<ul style="list-style-type: none"> The tenderer has submitted no information = 0 The tenderer poorly addressed critical access requirements. The tenderer has not allowed timing for undertaking deliverables as stipulated within the Works Information. 			

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	<ul style="list-style-type: none"> • The tenderer has not allowed approval process and timing for Health & Safety, Environmental and Quality pre-requisites/requirements. • The tenderer has not demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals. = 20 <hr/> <ul style="list-style-type: none"> • The tenderer has addressed some critical but not all access requirements. • The tenderer has made an adequate allowance in timing for undertaking deliverables as stipulated within the Works Information. • The tenderer has not made an adequate allowance for the approval process and timing for Health & Safety, Environmental and Quality pre-requisites/requirements. • The tenderer has not adequately demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions. = 40 <hr/> <ul style="list-style-type: none"> • The tenderer has addressed all access requirements. • The tenderer has made an allowance in timing and scope for undertaking deliverables as stipulated within the Works Information and Employer's Scope of Works. • The tenderer has made an allowance for the approval process, timing and scope for Health & Safety, Environmental and Quality pre-requisites/requirements. • The tenderer has not demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals. = 60 <hr/> <ul style="list-style-type: none"> • The tenderer has addressed all access requirements. • The tenderer has made an allowance in timing and scope for undertaking deliverables as stipulated within the Works Information and Employer's Scope of Works. • The tenderer has made an allowance for the approval process, timing and scope for Health & Safety, Environmental and Quality pre-requisite/requirements. • The tenderer has demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals i.e., all items considered, and adequate timeframes allowed. = 80 <hr/> <ul style="list-style-type: none"> • The tenderer has adequately addressed all access requirements. • The tenderer has made an adequate allowance in timing and scope for undertaking deliverables as stipulated within the Works Information and Employer's Scope of Works. • The tenderer has made an adequate allowance for the approval process, timing and scope for Health & Safety, Environmental and Quality pre-requisite/requirements. • The tenderer has adequately demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals i.e., all items considered, and adequate timeframes allowed. = 100 	3	
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TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM HQ 641/TPT

DESCRIPTION OF THE WORKS: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

	<p>The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Starting Date, Planned Completion, Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.</p>		
	<ul style="list-style-type: none"> The tenderer has submitted no information = 0 	3	
	<ul style="list-style-type: none"> The tenderer has poorly addressed some but not all date requirements and submission contain critical logic and sequencing errors which renders it unrealistic / unachievable. The tenderer has poorly demonstrated Time Risk Allowance (TRA). = 20 		
	<ul style="list-style-type: none"> The tenderer has addressed some but not all date requirements and submission contain critical logic and sequencing errors which renders it unrealistic / unachievable. The tenderer has demonstrated Time Risk Allowance (TRA). = 40 		
	<ul style="list-style-type: none"> The tenderer has addressed most date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA inadequate quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty. = 60 		
	<ul style="list-style-type: none"> The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable. The tenderer has demonstrated provision for Time Risk Allowance (TRA) i.e. TRA quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty = 80 		
	<ul style="list-style-type: none"> The tenderer has adequately addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable. The tenderer has demonstrated adequately provision for Time Risk Allowance (TRA) i.e. TRA adequate quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty = 100 		
	<p>The Programme shall be aligned to the C3: Works Information and detailed at an appropriate level of decomposition to support the scope and associated duration estimates.</p>		
	<ul style="list-style-type: none"> The tenderer has submitted no information = 0 		

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	<ul style="list-style-type: none"> Poor alignment between programme and the Works Information. = 20 Programme and some Works Information are relatively aligned but the level of decomposition of the programme is not appropriate to support the scope and associated duration estimates for the phase in question and the project overall. = 40 Programme and most Works Information are relatively aligned but the level of decomposition of the programme is appropriate to support the scope and associated duration estimates for the phase in question and the project overall. = 60 Programme and all Works Information are aligned and the level of decomposition of the programme is appropriate to support the scope and associated duration estimates for the phase in question and the project overall. = 80 Programme and all Works Information are adequately aligned and the level of decomposition of the programme is appropriate to support the scope and associated duration estimates for the phase in question and the project overall. = 100 	3	
	<p>The Programme must clearly support and demonstrate alignment to the method statement as contained in T2.2-08 Returnable. In addition, the programme needs to have a basis of a schedule not limited to assumptions, constraints, and approach to providing the Works and construction monitoring as detailed in the programme.</p>		
	<ul style="list-style-type: none"> The tenderer has submitted no information = 0 Poor alignment between programme and method statement. The Basis of the Schedule document contains poor detail, critical errors and omissions. As such it does not support the programme model. Poor alignment between Basis of Schedule documentation and the programme model. = 20 Some critical errors and or omissions in alignment between programme and method statement. The Basis of the Schedule document contains inadequate detail, and critical errors exist. As such the Basis of Schedule does not fully support the programme model. Some critical errors in alignment between Basis of Schedule documentation and the programme model. = 40 No critical errors and or omissions in alignment between programme and method statement. The Basis of Schedule document contains adequate detail, however critical aspects of the programme model are substantiated. No errors and or omissions exist in alignment of the Basis of Schedule document and the programme model. = 60 Programme and method statement are aligned, and submission contains no critical errors or omissions. The Basis of the Schedule document contains adequate detail, no critical errors or omissions and as such fully supports the programme model. 	3	

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	<ul style="list-style-type: none"> Basis of Schedule document and programme model are aligned. = 80 Programme and method statement are adequately aligned, and submission contains no errors or omissions. The Basis of the Schedule document contains adequate details, no errors or omissions and as such fully supports the programme model. Basis of Schedule document and programme model are adequately aligned. = 100 		
Sub Total for Programme		15	
<p>This Criteria must be read in conjunction with returnable T2.2-07. Tenderers are required to demonstrate their experience, in the delivery of similar projects executed in the past seven years with a list indicating each project value and contact details of client reference.</p> <p style="text-align: center;"><u>Score</u></p> <p><i>Points = 100 x Weight</i></p>			
T2.2-07 Previous Experience	Score	Weight	
	<p>Previous Experience of Palisade Fencing and/or High Security Fence (refer to guidelines and definitions as Part C3) installation conducted by tenderer, or their partner / subcontractor, in the last 7 years. References to provide letter of reference, to be traceable and contactable to allow verification of track record provided. Adequate references to substantiate experience indicated (Client name and contact details, project description, duration, and contract value).</p>	25	
	<ul style="list-style-type: none"> No letter with client name, contact details, project description, duration, and contract value = 0 Letter submitted with 3 client names, contact details, project description, duration, and contract value = 20 Letter submitted with 4 client names, contact details, project description, duration, and contract value = 40 Letter submitted with 5 client names, contact details, project description, duration, and contract value = 60 Letter submitted with 6 client names, contact details, project description, duration, and contract value = 80 Letter submitted with 7 client names, contact details, project description, duration, and contract value = 100 		
Sub Total for Previous Experience		25	
<p>This Criteria must be read in conjunction with returnable T2.2-08. The Tenderer must sufficiently demonstrate methodology that he/she will employ to cover the scope of the project in a method statement.</p> <p style="text-align: center;"><u>Score</u></p> <p><i>Points = 100 x Weight</i></p>			
T2.2.08 Method Statement	Score	Weight	
	<p>Demolition Work, Fence Installation Work, Maintaining Security i.e. No section can be left open overnight, Control of Debris from the holes, House Keeping and keeping material safe and secured, Traffic Control and, Communication (All site requirements to be communicated the Project Manager)</p>		
	<ul style="list-style-type: none"> The tenderer has submitted no information or inadequate information to determine a score. = 0 		

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	<ul style="list-style-type: none"> The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology. = 20 	15	
	<ul style="list-style-type: none"> The methodology/approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project. = 40 		
	<ul style="list-style-type: none"> Satisfactory response/solution to the aspect of the requirement and evidence given that the stated employer's requirements will be met. = 60 		
	<ul style="list-style-type: none"> The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/ approach to manage activities is specifically tailored to the critical characteristics of the project. = 80 		
	<ul style="list-style-type: none"> Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs. = 100 		
Sub Total for Method Statement		15	

This Criteria must be read in conjunction with returnable T2.2-09. The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services.

Score

Points = 100 x Weight

	Score	Weight	
T2.2.09 Management of CV's	CV with qualifications and experience for the Project Manager	1,5	
	General experience (total duration of construction activity) and positions held of each discipline specific team member.		
	<ul style="list-style-type: none"> No CVs submitted = 0 		
	<ul style="list-style-type: none"> Key staff do not have suitable levels of relevant experience. He/she has 3 or more years' experience. No clear indication of roles and responsibilities. = 20 		
	<ul style="list-style-type: none"> Key staff has limited recommended levels of relevant experience. He/she has 4 or more years' experience. Inadequate indication of roles and responsibilities and specific function. = 40 		
	<ul style="list-style-type: none"> Key staff have acceptable levels of relevant experience. He/she has more than 5 or more years' experience. Reasonable indication of roles and responsibilities and specific function. = 60 		
	<ul style="list-style-type: none"> Key staff have acceptable levels of relevant experience. He/she has 6 or more years' experience. Adequate indication of roles and responsibilities and specific function. = 80 		
<ul style="list-style-type: none"> Key staff have acceptable levels of relevant experience and qualifications with 7 or more years' experience. Adequate 			

	indication of roles and responsibilities and specific function. = 100		
	The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education/qualification and training must be attached to the C.V.		
	<ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 Key staff does not have project specific education, skills, training, and experience. = 20 Key staff has limited levels of project specific education, skills, training, and experience. = 40 Key staff has adequate levels of project specific education, skills, training, and experience. = 60 Key staff has extensive levels of project specific education, skills, training, and experience. = 80 Key staff has outstanding levels of project specific education, skills, training, and experience. = 100 	1,5	
	The key staff members' / experts' knowledge must provide his/her experience with respect to the specific aspects of the project (Fence installation).		
	<ul style="list-style-type: none"> Key staff has no experience of issues pertinent to the project. = 0 Key staff has limited knowledge of issues pertinent to the project. = 20 Key staff has reasonable knowledge of issues pertinent to the project. = 40 Key staff has extensive knowledge of issues pertinent to the project. = 60 Key staff has outstanding knowledge of issues pertinent to the project. = 80 Key staff has no experience of issues pertinent to the project. = 100 	2	
	CV with qualifications and experience for the Site Supervisor		
	General experience (total duration of construction activity) and positions held of each discipline specific team member.		
	<ul style="list-style-type: none"> No CVs submitted = 0 Key staff do not have suitable levels of relevant experience. He/she has 3 or more years' experience. No clear indication of roles and responsibilities. = 20 Key staff has limited recommended levels of relevant experience. He/she has 4 or more years' experience. Inadequate indication of roles and responsibilities and specific function. = 40 Key staff have acceptable levels of relevant experience. He/she has more than 5 or more years' experience. Reasonable indication of roles and responsibilities and specific function. = 60 Key staff have acceptable levels of relevant experience. He/she has 6 or more years' experience. Adequate 	1,5	

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	<ul style="list-style-type: none"> indication of roles and responsibilities and specific function. = 80 Key staff have acceptable levels of relevant experience and qualifications with 7 or more years' experience. Adequate indication of roles and responsibilities and specific function. = 100 		
	<p>The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.</p> <ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 Key staff does not have project specific education, skills, training, and experience. = 20 Key staff has limited levels of project specific education, skills, training, and experience. = 40 Key staff has adequate levels of project specific education, skills, training, and experience. = 60 Key staff has extensive levels of project specific education, skills, training, and experience. = 80 Key staff has outstanding levels of project specific education, skills, training, and experience. = 100 	1,5	
	<p>The key staff members' / experts' knowledge must provide his/her experience with respect to the specific aspects of the project (Fence installation).</p> <ul style="list-style-type: none"> Key staff has no experience of issues pertinent to the project. = 0 Key staff has limited knowledge of issues pertinent to the project. = 20 Key staff has reasonable knowledge of issues pertinent to the project. = 40 Key staff has extensive knowledge of issues pertinent to the project. = 60 Key staff has outstanding knowledge of issues pertinent to the project. = 80 Key staff has no experience of issues pertinent to the project. = 100 	2	
	<p>CV with qualifications and experience for the SHE Officer</p> <p>General experience (total duration of construction activity) and positions held of each discipline specific team member.</p> <ul style="list-style-type: none"> No CVs submitted = 0 Key staff do not have suitable levels of relevant experience. He/she has 3 or more years' experience. No clear indication of roles and responsibilities. = 20 Key staff has limited recommended levels of relevant experience. He/she has 4 or more years' experience. Inadequate indication of roles and responsibilities and specific function. = 40 Key staff have acceptable levels of relevant experience. He/she has more than 5 or more years' experience. 	1,5	

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	Reasonable indication of roles and responsibilities and specific function. = 60		
	<ul style="list-style-type: none"> Key staff have acceptable levels of relevant experience. He/she has 6 or more years' experience. Adequate indication of roles and responsibilities and specific function. = 80 		
	<ul style="list-style-type: none"> Key staff have acceptable levels of relevant experience and qualifications with 7 or more years' experience. Adequate indication of roles and responsibilities and specific function. = 100 		
	The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.		
	<ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 	1,5	
	<ul style="list-style-type: none"> Key staff does not have project specific education, skills, training, and experience. = 20 		
	<ul style="list-style-type: none"> Key staff has limited levels of project specific education, skills, training, and experience. = 40 		
	<ul style="list-style-type: none"> Key staff has adequate levels of project specific education, skills, training, and experience. = 60 		
	<ul style="list-style-type: none"> Key staff has extensive levels of project specific education, skills, training, and experience. = 80 		
	<ul style="list-style-type: none"> Key staff has outstanding levels of project specific education, skills, training, and experience. = 100 		
	The key staff members' / experts' knowledge must provide his/her experience with respect to the specific aspects of the project (Fence installation).		
	<ul style="list-style-type: none"> Key staff has no experience of issues pertinent to the project. = 0 	2	
	<ul style="list-style-type: none"> Key staff has limited knowledge of issues pertinent to the project. = 20 		
	<ul style="list-style-type: none"> Key staff has reasonable knowledge of issues pertinent to the project. = 40 		
	<ul style="list-style-type: none"> Key staff has extensive knowledge of issues pertinent to the project. = 60 		
	<ul style="list-style-type: none"> Key staff has outstanding knowledge of issues pertinent to the project. = 80 		
	<ul style="list-style-type: none"> Key staff has no experience of issues pertinent to the project. = 100 		
	CV with qualifications and experience for the Construction Manager		
	General experience (total duration of construction activity) and positions held of each discipline specific team member.		
	<ul style="list-style-type: none"> No CVs submitted = 0 	1,5	
	<ul style="list-style-type: none"> Key staff do not have suitable levels of relevant experience. He/she has 3 or more years' experience. No clear indication of roles and responsibilities. = 20 		
	<ul style="list-style-type: none"> Key staff has limited recommended levels of relevant experience. He/she has 4 or more years' experience. 		

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	Inadequate indication of roles and responsibilities and specific function. = 40		
	<ul style="list-style-type: none"> Key staff have acceptable levels of relevant experience. He/she has more than 5 or more years' experience. Reasonable indication of roles and responsibilities and specific function. = 60 		
	<ul style="list-style-type: none"> Key staff have acceptable levels of relevant experience. He/she has 6 or more years' experience. Adequate indication of roles and responsibilities and specific function. = 80 		
	<ul style="list-style-type: none"> Key staff have acceptable levels of relevant experience and qualifications with 7 or more years' experience. Adequate indication of roles and responsibilities and specific function. = 100 		
	The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.		
	<ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 	1,5	
	<ul style="list-style-type: none"> Key staff does not have project specific education, skills, training, and experience. = 20 		
	<ul style="list-style-type: none"> Key staff has limited levels of project specific education, skills, training, and experience. = 40 		
	<ul style="list-style-type: none"> Key staff has adequate levels of project specific education, skills, training, and experience. = 60 		
	<ul style="list-style-type: none"> Key staff has extensive levels of project specific education, skills, training, and experience. = 80 		
	<ul style="list-style-type: none"> Key staff has outstanding levels of project specific education, skills, training, and experience. = 100 		
	The key staff members' / experts' knowledge must provide his/her experience with respect to the specific aspects of the project (Fence installation)		
	<ul style="list-style-type: none"> Key staff has no experience of issues pertinent to the project. = 0 	2	
	<ul style="list-style-type: none"> Key staff has limited knowledge of issues pertinent to the project. = 20 		
	<ul style="list-style-type: none"> Key staff has reasonable knowledge of issues pertinent to the project. = 40 		
	<ul style="list-style-type: none"> Key staff has extensive knowledge of issues pertinent to the project. = 60 		
	<ul style="list-style-type: none"> Key staff has outstanding knowledge of issues pertinent to the project. = 80 		
	<ul style="list-style-type: none"> Key staff has no experience of issues pertinent to the project. = 100 		
	Sub Total for Experience and Qualifications	20	
This Criteria must be read in conjunction with returnable T2.2-10. The Tenderer must provide their Contract specific health and safety plan.			
<i>Score</i>			
<i>Points = 100 x Weight</i>			
	Score	Weight	
	Project Specific Safety Plan		

T2.2.10 Health and Safety Plan	<ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 	1,5	
	<ul style="list-style-type: none"> Information supplied is totally insignificant / inadequate to meet Employer's requirements = 20 		
	<ul style="list-style-type: none"> Health and Safety Plan submission unlikely to ensure compliance with stated Employer's Works Information = 40 		
	<ul style="list-style-type: none"> Health and Safety Plan submission possibly able to ensure compliance with stated Employer's Works Information. = 60 		
	<ul style="list-style-type: none"> Health and Safety Plan submission likely to ensure compliance with stated Employer's Works Information. = 80 		
	<ul style="list-style-type: none"> Health and Safety Plan submission most likely to ensure compliance with stated Employer's Works Information. = 100 		
	Policy (State points allocated)		
	<ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 	0,5	
	<ul style="list-style-type: none"> 1 of the 5 key policy components are recognized and meet the Employer's requirement. = 20 		
	<ul style="list-style-type: none"> 2 of the 5 key policy components are recognized and meet the Employer's requirement. = 40 		
	<ul style="list-style-type: none"> 3 of the 5 key policy components are recognized and meet the Employer's requirements. = 60 		
	<ul style="list-style-type: none"> 4 of the five key policy components are recognized and meets the Employer's requirements. = 80 		
	<ul style="list-style-type: none"> All 5 key policy components are recognized and meets the Employer's requirements = 100 		
	Roles & Responsibilities		
	<ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 	0,5	
	<ul style="list-style-type: none"> Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and Transnet health and safety Specifications. = 20 		
	<ul style="list-style-type: none"> Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and Transnet health and safety Specifications. = 40 		
	<ul style="list-style-type: none"> Satisfactory response on roles and responsibilities as per Employer's requirements. = 60 		
	<ul style="list-style-type: none"> Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and Transnet health and safety Specifications. = 80 		
	<ul style="list-style-type: none"> Roles and responsibilities are most likely to ensure compliance as per Works Information, OHS Act and Transnet health and safety Specifications. = 100 		
	Training Matrix		
<ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 	1		
<ul style="list-style-type: none"> Key responsible persons are not included on training matrix as per proposed organogram structure. = 20 			
<ul style="list-style-type: none"> Not all key responsible persons are included in the training matrix. Training matrix submitted does not cover all SHE training listed on Health and Safety Specifications. Training matrix not signed by responsible personnel. = 40 			

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<ul style="list-style-type: none"> Satisfactory response on the list of job categories and trainings as per proposed project organogram structure. Training matrix covers most of the trainings listed on Transnet Health and safety Specifications. = 60 		
<ul style="list-style-type: none"> Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with Transnet health and safety Specifications. = 80 		
<ul style="list-style-type: none"> Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel. = 100 		
Overview of the Baseline		
<ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 		
<ul style="list-style-type: none"> Information supplied is totally insignificant /inadequate to achieve the required standard of service. = 20 		
<ul style="list-style-type: none"> Poor response/answer /solution lacks convincing evidence, medium risk that stated employer's requirements will not be met. = 40 	1,5	
<ul style="list-style-type: none"> Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated Employer's requirements will be met. = 60 		
<ul style="list-style-type: none"> Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements. = 80 		
<ul style="list-style-type: none"> Very good response /answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements. = 100 		
One year synopsis		
<ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 		
<ul style="list-style-type: none"> Information supplied is totally insignificant /inadequate to achieve the Employers Works information. = 20 		
<ul style="list-style-type: none"> Poor response /answer/solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met. = 40 	1	
<ul style="list-style-type: none"> Satisfactory response /answer/solution to the particular aspect of the requirement, evidence given that the stated Employer's requirements will be met. = 60 		
<ul style="list-style-type: none"> Good response /answer/solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements. = 80 		
<ul style="list-style-type: none"> Very good response /answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements. = 100 		
Cost Breakdown Sheet		
<ul style="list-style-type: none"> The Tenderer has submitted no information or inadequate information to determine a score. = 0 		
<ul style="list-style-type: none"> Health and safety Budget submitted is totally insignificant /inadequate to achieve the required standard of service, 0, 1 to 1% allocated. = 20 		
<ul style="list-style-type: none"> Health and safety Budget submitted is insignificant /inadequate /answer /solution to the returnable, Employer's 	1,5	

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	<ul style="list-style-type: none"> health and safety requirements will not be met, 1 – 2% allocated. = 40 Health and safety Budget submitted is Satisfactory response /answer/solution to the returnable, Employer’s health and safety requirements will be met, 2 – 3% allocated. = 60 Health and safety Budget submitted is good response /answer/solution to the returnable, Employer’s health and safety requirements will be met, 3 – 4% - above allocated. = 80 Health and safety Budget submitted is Very good response /answer/solution to the returnable, Employer’s health and safety requirements will be met, 4% - above allocated. = 100 		
Sub Total for health and safety plan		7,5	
<p>This Criteria must be read in conjunction with returnable T2.2-11. The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required services.</p> <p style="text-align: center;"><u>Score</u></p> <p><i>Points = 100 x Weight</i></p>			
T2.2.11 Environmental Management	Score	Weight	
	Environmental Policy		
	<ul style="list-style-type: none"> Tenderer has not submitted the signed policy and cannot be rated. = 0 Tenderer has provided a signed environmental policy and addressed one (1) key policy component. = 20 Tenderer has provided a signed environmental policy and addressed two (2) key policy components. = 40 Tenderer has provided a signed environmental policy and addressed three (3) key policy components. = 60 Tenderer has provided a signed environmental policy and addressed four (4) key policy components. = 80 Tenderer has provided a signed environmental policy and addressed all five (5) key policy components. = 100 	3,5	
	Environmental method statements		
	<ul style="list-style-type: none"> Tenderer has not submitted the required information/ cannot be rated. = 0 Tenderer has provided generic method statements. = 20 Four (4) of the environmental method statements listed above have been provided an the when, where, what, who and how is covered. = 40 Six (6) of the environmental method statements listed above have been provided and the when, where, what, who and how is covered. = 60 Ten (10) of the environmental method statements listed above have been provided and the when, where, what, who and how is covered. = 80 All the environmental method statements listed above have been provided and the when, where, what, who and how is covered. = 100 	4	
Sub Total for Environmental Management		7,5	
Maximum possible points for Functionality		100	

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

- T2.2.05 Quality Management
- T2.2-06 Programme
- T2.2-07 Previous Experience
- T2.2-08 Method Statement
- T2.2-09 Management of CV's
- T2.2-10 Health and Safety Plan
- T2.2-11 Environmental Management

Each evaluation criteria will be assessed in terms of scores of 0, 20, 40, 60, 80 or 100 (linear scale, more suitable for NEC3, ECC (construction related procurement)) or 0, 40, 70, 90 or 100 (logarithmic scale, more suitable for NEC3, PSC or Supply Contract).

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.

C3.11 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.

Or

Only tenders that are Administratively and Substantively Responsive will be evaluated (in case e is not applicable – Please delete this note) further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations

(Please select the applicable statement and delete the other and delete this note).

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,

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Up to 100 minus W1 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.

C3.13 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

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capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

2.1.1 These schedule(s) are required for pre-qualification and eligibility purposes:

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

T2.2-04 **Evaluation Schedule:** Eligibility Criteria

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

T2.2-05 **Evaluation Schedule:** Quality Management

T2.2-06 **Evaluation Schedule:** Programme

T2.2-07 **Evaluation Schedule:** Previous Experience

T2.2-08 **Evaluation Schedule:** Method Statement

T2.2-09 **Evaluation Schedule:** Management and CV's

T2.2-10 **Evaluation Schedule:** Health and Safety Plan

T2.2-11 **Evaluation Schedule:** Environmental Management

2.1.3 Returnable Schedules:

General:

T2.2-12 Guarantees and Warrantees

T2.2-13 Site Establishment requirements

T2.2-14 Health and Safety Management Cost Breakdown

T2.2-15 Health and Safety Management Questionnaire

T2.2-16 Availability of equipment and other resources

T2.2-17 Authority of to submit to Tender

T2.2-18 Record of Addenda

T2.2-19 Letter of Good Standing

T2.2-20 Risk Elements

T2.2-21 Capacity and ability to meet delivery schedule

Agreement and Commitment by Tenderer:

- T2.2-22 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-23 Non-Disclosure Agreement
- T2.2-24 RFP Declaration Form
- T2.2-25 RFP – Breach of Law
- T2.2-26 Certificate of Acquaintance with Tender Document
- T2.2-27 Service Provider Integrity Pact
- T2.2-28 Supplier Code of Conduct

1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-29 Insurance provided by the Contractor
- T2.2-30 Form of Intent to provide a Performance Guarantee
- T2.2-31 Three (3) years audited financial statements
- T2.2-32 Protection of Personal Information Act (POPIA)

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

2.7 C3 Scope of Works

2.8 C4 Site Instructions

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 **6SQ or 6CE 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 **6SQ or 6CE 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.

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Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal	Compliance to Eligibility Criteria	Tender Schedule: T2.2-04
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Tenderers are to list in this schedule compliance to the Eligibility Criteria for the **Palisade Fencing & High Security Fence. For Evidence tenderer's are to submit proof in the form of either qualifications, specifications, drawings, data books, brochures, certificates, etc.** Proof to be attached as part of this returnable. Failure to comply with eligibility criteria i.e., a **"No" answer / response and No attachment** will lead to disqualification.

Eligibility Criteria Palisade Fencing & High Security Fence		Comply (Yes/No)	Evidence Provided (Yes/No)
1.	The Civil / Structural and design Engineers must be professionally registered (Pr. Tech. Eng. or Pr. Eng.), for final sign off and provision of relevant compliance certifications (Attach ECSA registration certificate).		
2.	The Civil / Structural and design Engineers must have a minimum of 2 years' experience in design post registration (Attach CV and qualifications).		
3.	Corrosion protection guarantee/ warrantee certificate on both high security fence and palisade fence > or = 7 years (Attach guarantee/ warrantee certificate or brochure from the manufacture).		

Signed	Date
Name	Position
Tenderer	



Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal	Quality Management	Tender Schedule: T2.2-05
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1. The tenderer is to provide quality management plan and quality control plan based on employers' quality assurance requirements specification (EEAM-Q-009 Quality Management System).
2. As a minimum, the Supplier/Contractor shall submit its Quality System documentation to TPT at the time of tender and at Contract Phases as detailed below:
 - Data book Index/List of Procedures/Method statement to be used
 - Qualification and experience of Quality personnel
 - Project specific Quality Control Plan
 - Quality requirements of the works, identifying all procedures, reviews, audits, controls, and records used to control and verify compliance with the Works Information.
3. The tenderer shall as a minimum submit a valid ISO 9001 certification.
4. The Supplier/Contractor shall have, maintain, and demonstrate its use to TPT, its documented Quality Management System. The Supplier/Contractors Quality Management System should be in accordance with the International Standard ISO 9001.

Attached submissions to this schedule:

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The scoring will be as follows:

CORE		
	Project Quality Plan based on EEAM-Q-009 Quality Management System	Valid ISO 9001 Certificate
Score	6	4
	Formulae: $Points = \frac{Score}{100} \times Weight$	
0	No Project Quality Plan submitted.	No ISO 9001 certificate/ certificate has expired
20	Project Quality Plan is too general with no project Specifics.	N/A
40	Project Quality Plan is project specific but inadequate to cover project scope.	N/A
60	Project Quality Plan shows adequate understanding of project quality requirements.	N/A
80	Project Quality Plan shows above average understanding of the project quality requirements.	N/A
100	Project Quality Plan covers all and above the project quality requirements of the project scope.	ISO 9001 certificate submitted and valid.

Signed	Date
Name	Position
Tenderer	



Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal	Programme	Tender Schedule: T2.2-06
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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 **Primavera or Ms. Project**. The Tenderer's attention is drawn to core **clause 31.2 of the NEC3 Engineering and Construction contract** regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme, at a minimum Level 3 showing but not limited to the following:

- Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the Contractor will need access to any part of the Site; submission & approval process and timing for Health & Safety Files, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable and demonstrate adequate provision for timeframes of inductions, permits and medicals.
- The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date.
- In addition, the Programme must clearly demonstrate adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Method Statement as contained in **T2.2-08 List of Returnables**. In addition, the programme needs to have a basis of a schedule not limited to assumptions, constraints and approach to providing the Works as detailed in the programme.
- Attachment of electronic copy and hard copy of the programme.

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The scoring of the Programme will be as follows:

CORE					
	Ability to execute the works in terms of the Employer's requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.	Dates when the Contractor will need access to any part of the Site, submission & approval process & timing for Health & Safety Files, inclusive of construction work permit, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable. Moreover, the Programme must clearly demonstrate adequate provision for the process and timeframes associated with undertaking inductions, permits and medicals.	The Contractor indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Starting Date, Planned Completion, Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.	The Programme shall be aligned to the C3: Works Information and detailed at an appropriate level of decomposition to support the scope and associated duration estimates.	The Programme must clearly support and demonstrate alignment to the method statement as contained in T2.2-08 List of Returnables. In addition, the programme needs to have a basis of a schedule not limited to assumptions, constraints and approach to providing the Works and construction monitoring as detailed in the programme.
Score	3	3	3	3	3
	<i>Score</i> $Points = \frac{Score}{100} \times Weight$				
0	<ul style="list-style-type: none"> The tenderer has submitted no information 	<ul style="list-style-type: none"> The tenderer has submitted no information 	<ul style="list-style-type: none"> The tenderer has submitted no information 	<ul style="list-style-type: none"> The tenderer has submitted no information 	<ul style="list-style-type: none"> The tenderer has submitted no information
20	<ul style="list-style-type: none"> The programme is poor, and it will not satisfy project objectives or requirements. The tenderer has misunderstood the scope of Works and does not deal with the critical aspects of the overall programme 	<ul style="list-style-type: none"> The tenderer poorly addressed critical access requirements. The tenderer has not allowed timing for undertaking deliverables as stipulated within the Works Information. The tenderer has not allowed approval process and timing 	<ul style="list-style-type: none"> The tenderer has poorly addressed some but not all date requirements and submission contain critical logic and sequencing errors which renders it unrealistic / unachievable. The tenderer has poorly demonstrated Time Risk Allowance (TRA). 	<ul style="list-style-type: none"> Poor alignment between programme and the Works Information. 	<ul style="list-style-type: none"> Poor alignment between programme and method statement. The Basis of the Schedule document contains poor detail, critical errors and omissions. As such it does not support the programme model. Poor alignment between

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		<p>for Health & Safety, Environmental and Quality pre-requisites/requirements.</p> <ul style="list-style-type: none"> The tenderer has not demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals. 			<p>Basis of Schedule documentation and the programme model.</p>
40	<ul style="list-style-type: none"> The programme is generic, not practical, and unrealistic, therefore is unlikely to satisfy project objectives or Employer's requirements. The tenderer has misunderstood certain aspects of the scope of the Works and does not deal with the critical aspects of the project. 	<ul style="list-style-type: none"> The tenderer has addressed some critical but not all access requirements. The tenderer has made an adequate allowance in timing for undertaking deliverables as stipulated within the Works Information. The tenderer has not made an adequate allowance for the approval process and timing for Health & Safety, Environmental and Quality pre-requisites/requirements. The tenderer has not adequately demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions. 	<ul style="list-style-type: none"> The tenderer has addressed some but not all date requirements and submission contain critical logic and sequencing errors which renders it unrealistic / unachievable. The tenderer has demonstrated Time Risk Allowance (TRA). 	<ul style="list-style-type: none"> Programme and some Works Information are relatively aligned but the level of decomposition of the programme is not appropriate to support the scope and associated duration estimates for the phase in question and the project overall. 	<ul style="list-style-type: none"> Some critical errors and or omissions in alignment between programme and method statement. The Basis of the Schedule document contains inadequate detail, and critical errors exist. As such the Basis of Schedule does not fully support the programme model. Some critical errors in alignment between Basis of Schedule documentation and the programme model.
60	<ul style="list-style-type: none"> The programme is project specific, practical, and realistic, therefore is likely to satisfy project objectives or Employer's requirements. The tenderer has understood certain aspects of the scope of the Works and is dealing with the critical aspects of the 	<ul style="list-style-type: none"> The tenderer has addressed all access requirements. The tenderer has made an allowance in timing and scope for undertaking deliverables as stipulated within the Works Information and Employer's Scope of Works. 	<ul style="list-style-type: none"> The tenderer has addressed most date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable. The tenderer has demonstrated inadequate provision for Time Risk Allowance (TRA) i.e. TRA in 	<ul style="list-style-type: none"> Programme and most Works Information are relatively aligned but the level of decomposition of the programme is appropriate to support the scope and associated duration estimates for the phase in question and 	<ul style="list-style-type: none"> No critical errors and or omissions in alignment between programme and method statement. The Basis of Schedule document contains adequate detail, however critical aspects of the programme model are substantiated.

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	project.	<ul style="list-style-type: none"> The tenderer has made an allowance for the approval process, timing and scope for Health & Safety, Environmental and Quality pre-requisites/requirements. The tenderer has not demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals. 	inadequate quantities, and not assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty.	the project overall.	<ul style="list-style-type: none"> No errors and or omissions exist in alignment of the Basis of Schedule document and the programme model.
80	<ul style="list-style-type: none"> The programme addresses certain specific project objectives but does not adequately deal with all the critical characteristics of the project. The programme is complete and decomposed, as demonstrated in the project WBS which fully demonstrates the Provision of the Works and the Scope of Works and is in accordance with the Works Information. The programme is predictive in that it contains minor errors or omissions in critical path. The programme contains minor errors and omissions in logic (i.e., horizontal, and vertical traceability) The programme demonstrates the sequence, methodology and underlying approach to Provision of the Works and the Scope of Works, in line with the requirements of the Contract, 	<ul style="list-style-type: none"> The tenderer has addressed all access requirements. The tenderer has made an allowance in timing and scope for undertaking deliverables as stipulated within the Works Information and Employer's Scope of Works. The tenderer has made an allowance for the approval process, timing and scope for Health & Safety, Environmental and Quality pre-requisite/requirements. The tenderer has demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals i.e., all items considered, and adequate timeframes allowed. 	<ul style="list-style-type: none"> The tenderer has addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable. The tenderer has demonstrated provision for Time Risk Allowance (TRA) i.e. TRA quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty 	<ul style="list-style-type: none"> Programme and all Works Information are aligned and the level of decomposition of the programme is appropriate to support the scope and associated duration estimates for the phase in question and the project overall. 	<ul style="list-style-type: none"> Programme and method statement are aligned, and submission contains no critical errors or omissions. The Basis of the Schedule document contains adequate detail, no critical errors or omissions and as such fully supports the programme model. Basis of Schedule document and programme model are aligned.

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	<p>as such adequately deals with some but not all the critical characteristics of overall project.</p>				
<p>100</p>	<ul style="list-style-type: none"> The programme adequately addresses specific project objectives and critical aspects. The programme is complete and adequately decomposed, as demonstrated in the project WBS which fully demonstrates the Provision of the Works and the Scope of Works and is in accordance with the Works Information and /or encompasses project scope as detailed but not limited to the Scope of Works. The programme is adequately predictive in that it provides meaningful critical path(s) and forms an accurate/realistic model of project risk, the latter as demonstrated in activity duration estimates. The programme contains logic that is horizontally, vertically traceable as supported by realistic duration estimates. The programme adequately demonstrates the sequence, methodology, and underlying approach to Provision of the Works and the Scope of Works, in line with the requirements of the Works information as such adequately deals with the critical characteristics of overall project. = 100. 	<ul style="list-style-type: none"> The tenderer has adequately addressed all access requirements. The tenderer has made an adequate allowance in timing and scope for undertaking deliverables as stipulated within the Works Information and Employer's Scope of Works. The tenderer has made an adequate allowance for the approval process, timing and scope for Health & Safety, Environmental and Quality pre-requisite/requirements. The tenderer has adequately demonstrated provision for the process and timeframes associated with undertaking procurement processes, inductions, permits and medicals i.e., all items considered, and adequate timeframes allowed. 	<ul style="list-style-type: none"> The tenderer has adequately addressed all date requirements correctly and submission contains logic and sequencing which is accurate and renders the submission realistic and achievable. The tenderer has demonstrated adequate provision for Time Risk Allowance (TRA) i.e. TRA adequate quantities, correctly assigned to specific activities and/or critical components of the scope which are known to be subject to uncertainty 	<ul style="list-style-type: none"> Programme and all Works Information are adequately aligned and the level of decomposition of the programme is appropriate to support the scope and associated duration estimates for the phase in question and the project overall. 	<ul style="list-style-type: none"> Programme and method statement are adequately aligned, and submission contains no errors or omissions. The Basis of the Schedule document contains adequate details, no errors or omissions and as such fully supports the programme model. Basis of Schedule document and programme model are adequately aligned.

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

Signed	Date
Name	Position
Tenderer	

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TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM HQ 641/TPT

DESCRIPTION OF THE WORKS: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.



Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal	Previous Experience	Tender Schedule: T2.2-07
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Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

1. A list of past / current comparable projects.
2. Construction of similar works as detailed in the Works Information with reference to:
 - Previous Experience of Palisade Fencing and/or High Security Fence installation conducted by tenderer, or their partner / subcontractor, in the last 7 years. References to provide letter of reference, to be traceable and contactable to allow verification of track record provided.
 - Sufficient references to substantiate experience indicated (Client name, contact details, project description, duration, and contract value)
 - Submit a signed reference letter with a customer letter head.
3. **Note:** Bidders are to complete all the details in the reference table for it to be considered for evaluation.

#	Name of Previous Customer	Contact Details	Nature of Fencing	Value	Year and duration
1.					
2.					
3.					
4.					
5.					

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The scoring of the Previous Experience will be as follows:

CORE	
	<p>1. A list of past / current comparable projects.</p> <p>2. Construction of similar works as detailed in the Works Information with reference to:</p> <ul style="list-style-type: none"> • Previous Experience of Palisade Fencing and/or High Security Fence installation conducted by tenderer, or their partner / subcontractor, in the last 7 years. References to provide letter of reference, to be traceable and contactable to allow verification of track record provided. • Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration, and contract value)
Score	25
	$Points = \frac{Score}{100} \times Weight$
0	The Tenderer failed to address the question / issue. Has not submitted the required information. The tenderer lacks convincing evidence of knowledge of previous experience, specific to the works.
20	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in three (3) projects relating to the scope of works. The tenderer has limited or poor evidence of previous experience.
40	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in four (4) projects relating to scope of works.
60	The Tenderer's previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in five (5) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the requirements of the works.
80	The Tenderer's previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in six (6) projects relating to the scope of works. The tenderer has extensive previous experience in relation to the works.
100	The Tenderer's previous experience presented demonstrates real confidence extensive understanding in all the categories as required. Tenderers generally have experience in seven (7) or more than seven (7) projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.

Signed	Date
Name	Position
Tenderer	



Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal	Method Statement	Tender Schedule: T2.2-08
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The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.

- Demolition Work and disposal,
- Fence Installation Work,
- Maintaining Security i.e. No section can be left open overnight,
- House Keeping and keeping material safe and secured, Control of Debris from the holes,
- Traffic Control and,
- Communication (All site requirements to be communicated the Project Manager)

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the audits, inspection and design milestones that will take place to provide the Works.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.

Please note: Tenderers are required to provide detailed method statements for the categories as listed above.



The table below will be used as guidelines for scoring / evaluating the method statement submitted by the Tenderer:

CORE		
	<ul style="list-style-type: none"> Demolition Work, Fence Installation Work, Maintaining Security i.e. No section can be left open overnight, Control of Debris from the holes, House Keeping and keeping material safe and secured, Traffic Control and, Communication (All site requirements to be communicated the Project Manager) 	<ul style="list-style-type: none"> Order and timing of the audits, inspection and design milestones that will take place in order to provide the Works. Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.
Score	10	5
	$Points = \frac{Score}{100} \times Weight$	—
0	The tenderer has submitted no information or inadequate information to determine a score.	
20	The methodology/approach and work alignment to project schedule is poorly presented, generic and not tailored to address the specific project objectives and methodology.	
40	The methodology/approach is generic and not tailored to address the specific project objectives and methodology. The methodology approach does not adequately deal with the critical characteristics of the project.	
60	Satisfactory response/solution to the aspect of the requirement and evidence given that the stated employer's requirements will be met.	
80	The methodology/approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The methodology/ approach to manage activities is specifically tailored to the critical characteristics of the project.	
100	Besides meeting the "80" rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the-art approaches. The methodology approach details ways to improve the project outcomes and the quality of the outputs.	

Signed	Date
Name	Position
Tenderer	



Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal	Management of CV's for Key Persons	Tender Schedule: T2.2-09
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Tenderers are required to submit comprehensive CV's for their *key persons* as requested below.

1. The experience of assigned *key persons* in relation to the scope of work will be evaluated from three different points of view below:
 - a) General experience (total duration of construction activity) and positions held of each discipline specific team member.
 - b) The education, training, and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.
 - c) The key staff members' / experts' knowledge must provide his/her experience with respect to the specific aspects of the project (Fence installation).
2. Comprehensive CV's should be attached to this schedule, as a minimum each CV should address the following, but not limited to;
 - a) Personal particulars
 - Name
 - Date and place of birth.
 - Place (s) of tertiary education and dates associated therewith.
 - Professional awards
 - b) Attach proof of qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
 - c) Skills
 - d) Name of current employer and position in enterprise
 - e) Overview of postgraduate / diploma experience (year, organization, and position)
 - f) Outline of recent assignments / experience that has a bearing on the scope of work
3. CV's for people proposed for all identified posts including:
 - a) Project Manager**
 - The Project Manager must have a national diploma qualification in Built Environment, national diploma in Project Management and at least 5 years post qualification experience managing construction projects.
 - The Project Manager should further provide evidence in working with the NEC suit of contracts and must have experience working in similar projects.
 - b) Site Supervisor (building and civil infrastructure)**
 - The General Foreman must have a minimum of NTC 3/Grade 12 with at least 5 years of experience in building services and civil /building construction.
 - c) SHE Officer**
 - SHE Officer must have a minimum and completed SAMTRAC/NEBOSH or MSRM (Modern SHEQ Risk Management Qualification course) in safety management, registered with SACPCMP as CHSO (Construction Health and Safety Officer) and a minimum of 5 years'



experience as a SHE Officer within the civil/ structural and/ or construction projects. Proof of environmental training must be attached to the C.V. and experience in environmental management to be included in the C.V.

d) Construction Manager/Site Agent

- The Construction Manager must have a minimum qualification of a Diploma in Civil Engineering and at least 5 years of experience in building construction projects. The Construction Manager must have experience working with the NEC suit of contracts and must have experience working in similar projects. (Fencing, demolitions, and civil works).
4. No sharing of key personnel roles will be permitted in this project.
 5. Details of experience for proposed staff working in similar projects in terms of nature, complexity, and value.
 6. An explanation of how you propose to allocate adequate resources to enable you to comply with the requirements and prohibitions imposed on you by or under the statutory provisions relating to health and safety.
 7. Details of experience for proposed staff in respect to NEC3 Engineering and Construction Contract Option chosen for this contract. If staff experience is limited, an indication of relevant training that they have attended would be helpful.

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

Key Person Role	Name of Resource

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Attached submissions to this schedule:

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

NB: Each resource is allocated a total of 5 points.

CORE			
	General experience for the following: <ul style="list-style-type: none"> • Project Management • Site Supervisory • SHE Officer • Construction Management 	Education, training, and skills Adequacy for the following: <ul style="list-style-type: none"> • Project Management • Site Supervisory • SHE Officer • Construction Management 	The key staff members' / experts' knowledge must provide his/her experience with respect to the specific aspects of the project (Fence installation). <ul style="list-style-type: none"> • Project Management • Site Supervisory • SHE Officer • Construction Management
Score	1,5	1,5	2
	Formulae: $Points = \frac{Score}{100} \times Weight$		
0	No CVs submitted = 0	The Tenderer has submitted no information or inadequate information to determine a score. = 0	Key staff has no experience of issues pertinent to the project. = 0
20	Key staff do not have suitable levels of relevant experience. He/she has 3 or more years' experience. No clear indication of roles and responsibilities. = 20	Key staff does not have project specific education, skills, training, and experience. = 20	Key staff has limited knowledge of issues pertinent to the project. = 20
40	Key staff has limited recommended levels of relevant experience. He/she has 4 or more years' experience. Inadequate indication of roles and responsibilities and specific function. = 40	Key staff has limited levels of project specific education, skills, training, and experience. = 40	Key staff has reasonable knowledge of issues pertinent to the project. = 40
60	Key staff have acceptable levels of relevant experience. He/she has more than 5 or more years' experience. Reasonable indication of roles and responsibilities and specific function. = 60	Key staff has adequate levels of project specific education, skills, training, and experience. = 60	Key staff has extensive knowledge of issues pertinent to the project. = 60
80	Key staff have acceptable levels of relevant experience. He/she has 6 or more years' experience. Adequate indication of roles and	Key staff has extensive levels of project specific education, skills, training, and experience. = 80	Key staff has outstanding knowledge of issues pertinent to the project. = 80

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	responsibilities and specific function. = 80		
100	Key staff have acceptable levels of relevant experience and qualifications with 7 or more years' experience. Adequate indication of roles and responsibilities and specific function. = 100	Key staff has outstanding levels of project specific education, skills, training, and experience. = 100	Key staff has no experience of issues pertinent to the project. = 100

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

Signed		Date	
Name		Position	
Tenderer			



<p>Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal</p>	<p>Health and Safety Management</p>	<p>Tender Schedule: T2.2-10</p>
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Submit the following documents as a minimum with your tender:

1. The Tenderer must provide their Contract specific health and safety plan.
2. Safety, Health & Environmental Policy signed by the Chief Executive Officer. List the five elements.
 - Commitment to Safety, prevention of pollution,
 - Continual improvement,
 - Compliance to legal requirements, appropriate to the nature of contractor’s activities,
 - Hold management accountable for development of the safety systems.
 - Include objectives and targets.
3. Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction manager, CR8.2 Assistant Construction manager, CR8.5 Safety officer, CR8.7 Construction Supervisor – Civils, Construction and Electrical, CR8.8 Construction assistant supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993
4. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.
5. Overview of the project specific Baseline Risk Assessment (RA), indicating major activities of the project namely: **General building work excavations and removal and erection of the fencing**
6. One year synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
7. Complete and return with tender documentation the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable.
8. Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Bill of quantities": CR 3(5) (b)(iii) read with CR 5(1)(g)



The scoring of the Tender's Health and Safety criteria is as follows:

	Project Specific Safety Plan	Policy (State points allocated)	Roles & Responsibilities	Training Matrix	Overview of the Baseline	One year synopsis	Safety Questionnaire	Cost Breakdown Sheet
	Documented Health and Safety Plan in accordance with Transnet Project Health and Safety Specifications.	<ol style="list-style-type: none"> 1. Commitment to Safety, prevention of pollution, 2. Continual improvement, 3. Compliance to legal requirements, appropriate to the nature of contractor's activities, 4. Hold management accountable for development of the safety systems, 5. Include objectives and targets. 	S16.2 CEO, 8.1 Construction manager, 8.2 Assistant Construction manager, 8.5 Safety officer Registered with the SACPCMP, 8.7 Construction Supervisor, 8.8 Construction assistant supervisor, 9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993	List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include Management and highlight training planned dates.	Indicating major activities of the project namely: General building work excavations and removal and erection of the fencing	SHE incidents, description, type and action taken to prevent re-occurrence.	Complete and return with tender documentation the Contractor with required supporting documentation included as an Annexure.	Submission of completed cost breakdown sheet.
Score	1,5	0,5	0,5	1	1,5	1		1,5
0	The Tenderer has submitted no information or inadequate information to determine a score.							



<p>20</p>	<p>Information supplied is totally insignificant / inadequate to meet Employer's requirements</p>	<p>1 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.</p>	<p>Roles and responsibilities do not meet the Occupational health and safety Act as per construction regulations and Transnet health and safety Specifications.</p>	<p>Key responsible persons are not included on training matrix as per proposed organogram structure.</p>	<p>Information supplied is totally insignificant /inadequate to achieve the required standard of service.</p>	<p>Information supplied is totally insignificant /inadequate to achieve the Employers Works information.</p>	<p>Information supplied is totally insignificant /inadequate to achieve the required standard of service.</p>	<p>Health and safety Budget submitted is totally insignificant /inadequate to achieve the required standard of service, 0, 1 to 1% allocated.</p>
<p>40</p>	<p>Health and Safety Plan submission unlikely to ensure compliance with stated Employer's Works Information</p>	<p>2 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirement.</p>	<p>Roles and responsibilities are unlikely to ensure compliance as per the Works information and not in line with OHS Act and Transnet health and safety Specifications.</p>	<p>Not all key responsible persons are included in the training matrix. Trainings matrix submitted does not cover all SHE training listed on Health and Safety Specifications. Training matrix not signed by responsible personnel.</p>	<p>Poor response/answer /solution lacks convincing evidence, medium risk that stated <i>employer's</i> requirements will not be met.</p>	<p>Poor response /answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.</p>	<p>Poor response /answer/solution lacks convincing evidence, medium risk that stated <i>Employer's</i> requirements will not be met.</p>	<p>Health and safety Budget submitted is insignificant /inadequate /answer /solution to the returnable, Employer's health and safety requirements will not be met, 1 – 2% allocated.</p>
<p>60</p>	<p>Health and Safety Plan submission possibly able to ensure compliance with stated Employer's</p>	<p>3 of the 5 key policy components are recognized and meet the <i>Employer's</i> requirements.</p>	<p>Satisfactory response on roles and responsibilities as per Employer's requirements.</p>	<p>Satisfactory response on the list of job categories and trainings as per proposed project organogram structure.</p>	<p>Satisfactory response/answer /solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i></p>	<p>Satisfactory response /answer/solution to the particular aspect of the requirement, evidence given that the stated <i>Employer's</i></p>	<p>Satisfactory response /answer/solution to the particular aspect of the requirement, evidence given that the stated</p>	<p>Health and safety Budget submitted is Satisfactory response /answer/solution to the returnable, Employer's health and safety requirements will</p>

	Works Information.			Training matrix covers most of the trainings listed on Transnet Health and safety Specifications.	requirements will be met.	requirements will be met.	<i>Employer's</i> requirements will be met.	be met, 2 – 3% allocated.
80	Health and Safety Plan submission likely to ensure compliance with stated Employer's Works Information.	4 of the five key policy components are recognized and meets the <i>Employer's</i> requirements.	Roles and responsibilities are likely to ensure compliance as per Works Information, OHS Act and Transnet health and safety Specifications.	Most of key persons listed on the training matrix as per proposed project organogram structure. Trainings specified on the matrix are in line with Transnet health and safety Specifications.	Good response/answer /solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response /answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Good response /answer/solution which demonstrates real understanding and evidence of ability to meet stated <i>Employer's</i> requirements.	Health and safety Budget submitted is Good response /answer/solution to the returnable, Employer's health and safety requirements will be met, 3 – 4% - above allocated.
100	Health and Safety Plan submission most likely to ensure compliance with stated Employer's Works Information.	All 5 key policy components are recognized and meets the <i>Employer's</i> requirements	Roles and Responsibilities are most likely to ensure compliance as per requirements of OHS Act and Transnet Health and Safety Specifications.	Training matrix include Management and all employees /personnel in the project. Training matrix had been signed by responsible personnel.	Very good response /answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good response /answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements.	Very good response /answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated <i>Employer's</i> requirements	Health and safety Budget submitted is Very good response /answer/solution to the returnable, Employer's health and safety requirements will be met, 4% - above allocated.



Attached submissions to this schedule:

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Signed	Date
Name	Position
Tenderer	



Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal	Environmental Management	Tender Schedule: T2.2-11
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The Tenderer must review the following documents for context to meet the environmental requirements, namely:

1. Transnet SOC Limited – Transnet Integrated Management System (TIMS) Policy Commitment Statement
2. Project Environmental Specification (PES) which comprises of the following as a minimum:
 - a. Standard Operating Procedure for Construction Environmental Management (009_CLO_SUS_11386)
 - b. Contractor Environmental and Sustainable Specifications (TRN_IMS_GRP_GDL_014.4)
3. The tenderer must provide an environmental policy signed by Top Management which, as a minimum:
 - a. Is appropriate given the purpose and context of the tenderer's business;
 - b. Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
 - c. Includes a commitment to the protection of the environment, including prevention of pollution;
 - d. Provides framework for setting environmental objectives; and
 - e. Includes a commitment to continual improvement of their EMS;
4. The tenderer must provide environmental method statements which describe relevant roles and responsibilities; the when, where, what, who and how the Tenderer intends to manage and mitigate potential environmental impacts including the monitoring and recording. These include, but are not limited to, the following where applicable:
 - a. Site establishment and demarcation
 - b. Hazardous and non-hazardous waste management
 - c. Handling, Storage and Management of Hazardous Substances
 - d. Contaminated water management
 - e. Prevention of marine pollution
 - f. Hydrocarbon spills
 - g. Dust control
 - h. Noise and vibration control
 - i. Environmental awareness training
 - j. Emergency procedures for environmental incident
 - k. Rehabilitation



The scoring of the Tenderer's Environmental Management will be as follows:

	1. Environmental Policy	2. Environmental method statements
Points	3,5	4
	Formulae: $Points = \frac{Score}{100} \times Weight$	
0	Tenderer has not submitted the signed policy and cannot be rated.	Tenderer has not submitted the required information/ cannot be rated.
20	Tenderer has provided a signed environmental policy and addressed one (1) key policy component.	Tenderer has provided generic method statements.
40	Tenderer has provided a signed environmental policy and addressed two (2) key policy components.	Four (4) of the environmental method statements listed above have been provided and the when, where, what, who and how is covered.
60	Tenderer has provided a signed environmental policy and addressed three (3) key policy components.	Six (6) of the environmental method statements listed above have been provided and the when, where, what, who and how is covered.
80	Tenderer has provided a signed environmental policy and addressed four (4) key policy components.	Ten (10) of the environmental method statements listed above have been provided and the when, where, what, who and how is covered.
100	Tenderer has provided a signed environmental policy and addressed all five (5) key policy components.	All the environmental method statements listed above have been provided and the when, where, what, who and how is covered.

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

Signed		Date	
Name		Position	
Tenderer			

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM HQ 641/TPT

DESCRIPTION OF THE WORKS: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL



TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM HQ 641/TPT

DESCRIPTION OF THE WORKS: REMOVAL DESING, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN CAR TERMINAL (MPT) AND MAYDON WHARF TERMINAL



Perimeter Fencing at TPT, Durban Point and Maydon Wharf Terminal	Guarantees and Warranties	Tender Schedule: T2.2-12
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The extent of guarantees that can be offered by the Tenderer on the corrosion protection and installation of the fencing will play an important role in the evaluation of the tenders.

- a) The Tenderer is required to indicate on the schedule what guarantee period is offered for the fencing, including the corrosion protection and installation (workmanship).
- b) A Guarantee period on the fencing of not less than seven years on corrosion protection is required.
- c) A Guarantee period on workmanship for the fencing, including gates and turnstiles, of not less than one year is required, however longer guarantees will be rewarded during the evaluation.
- d) The Tenderer is required to issue a guarantee/ warrantee from manufacturer.

NB: Do not leave this returnable blank.

Item	Guarantee and Warrantee period	Description of Guarantee and Warrantee
Palisade Fence guarantee offered on corrosion protection		
High Security Fence guarantee offered on corrosion protection		
Palisade and High Security Fence, Gate and Turnstile Installation Workmanship Guarantee		

Signed	Date
Name	Position
Tenderer	

TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM HQ 641/TPT

DESCRIPTION OF THE WORKS: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL



Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal	Site Establishment Requirements	Tender Schedule: T2.2-13
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Tenderers are to indicate their site establishment requirements, including the following:

- Site office area required (m²).
- Site lay-down area required (m²).
- Estimated electricity usage per week including average usage and peak demand.
- Estimated water consumption per week including average usage and peak demand.
- Site requirements are subjected to employer approval.

Signed		Date	
Name		Position	
Tenderer			

TRANSNET PORT TERMINALS

TENDER NUMBER: iCLM HQ 641/TPT

DESCRIPTION OF THE WORKS: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL



Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal	Health and Safety Cost Breakdown	Tender Schedule: T2.2-14
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Tenderer (Company)	Responsible Person	Designation	Date
Project/Tender Title	Project/Tender No.	Project Location / Description	

#	Cost element	Unit Cost (R)	# of Units	Total Cost (R)
1.	Human Resources			
2.	Systems Documentation			
3.	Meetings & Administration			
4.	H&S Training			
5.	PPE & Safety Equipment			
6.	Signage & Barricading			
7.	Workplace Facilities			
8.	Emergency & Rescue Measures			
9.	Hygiene Surveys & Monitoring			
10.	Medical Surveillance			
11.	Safe Transport of Workers			
12.	HazMat Management (e.g. asbestos /silica)			
13.	Substance Abuse Testing (3 kits @R500 pm)			
14.	H&S Reward & Recognition			

Total Health and Safety Estimate (R)	
Total Estimate Value (R)	
H&S Cost as % of Tender value	



Perimeter Fencing at TPT, Durban Point, Agri-Port and Maydon Wharf Terminal	Health and Safety Questionnaire	Tender Schedule: T2.2-15
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Health, Safety Questionnaire

1. SAFE WORK PERFORMANCE			
1A. Injury Experience / Historical Performance - Alberta			
Use the previous three years injury and illness records to complete the following:			
Year			
Number of medical treatment cases			
Number of restricted work day cases			
Number of lost time injury cases			
Number of fatal injuries			
Total recordable frequency			
Lost time injury frequency			
Number of worker manhours			
1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician		
2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties		
3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day		
4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours		
5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours		
1B. Workers' Compensation Experience			
Use the previous three years injury and illness records to complete the following (if applicable):			
Industry Code:		Industry Classification:	
Year			
Industry Rate			
Contractor Rate			
% Discount or Surcharge			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. CITATIONS			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:		



3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

Yes No If Yes, what is the Certificate No. _____ Issue Date _____

4. SAFETY PROGRAM

Do you have a written safety program manual? Yes No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? Yes No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? Yes No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>



5B. Do you have a program for training newly hired or promoted supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No					
(If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items? _____

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly

Is pre-job safety instruction provided before to each new task? Yes No

Is the process documented? Yes No

Who leads the discussion? _____

Do you have a hazard assessment process? Yes No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?

Yes No

How does your company measure its H&S success?

- Attach separate sheet to explain



7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health & Safety program

Name and Company	Address	Phone Number

T2.2-17: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____, to sign all documents in

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-18: Record of Addenda to Tender Documents

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

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



T2.2-19 Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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



Transnet Port Terminals

Tender Number: ICLM HQ 641/TPT

Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

T2.2-21: Capacity and Ability to meet Delivery Schedule

Note to tenderers:

The Tenderer is required to demonstrate to the *Employer* that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

- Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;
- Current and future work on his order book, showing quantity and type of equipment;
- Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;
- The work as covered in this Works Information, planned and scheduled as per the Tenderer’s capacities and methods but meeting the required delivery schedule.

Index of documentation attached to this schedule:

.....

.....

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T2.2-22: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

Section 1: Name of enterprise: _____

Section 2: VAT registration number, if any: _____

Section 3: CIDB registration number, if any: _____

Section 4: CSD number: _____

Section 5: Particulars of sole proprietors and partners in partnerships

Name	Identity number	Personal income tax number

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

Section 6: Particulars of companies and close corporations

Company registration number _____

Close corporation number _____

Tax reference number: _____

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

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



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

SBD 6.1**PREFERENCE POINTS CLAIM FORM**

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2	20
LIST THE OTHER APPLICABLE SPECIFIC GOALS FOR THIS TENDER	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE



Transnet Port Terminals

Tender Number: ICLM HQ 641/TPT

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3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
30% Black Women Owned Entities	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
Entities/Black People living in rural areas	Entity 's Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months.
South African Enterprises	CIPC Certificate
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
Entities that are 51 % Black Owned	CI B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Promoting exports Orientated for Job creation	Section.....Job Creation Schedule Returnable documents
Local Content and Local Production	Returnable Local Content and production Annexures
NIPP	NIPP Returnable documents
Creation of new jobs and labour intensification	Section.....Job Creation Schedule Returnable documents
The promotion of supplier development through sub-	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate /



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<p>contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:</p> <ol style="list-style-type: none"> I. 30% Black Women, 51% Black Youth and 51% Black people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs who are 51% black-owned 	<p>Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline</p>
<p>The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area</p>	<p>CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity</p>

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	<p>Certificate issued by SANAS accredited verification agency</p> <p>Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)</p> <p>[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.]</p>
EME¹	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>

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



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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
 (*Tick applicable box*)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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



8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

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

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>

BIDDER’S DISCLOSURE



1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest² in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

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



.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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

³ 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.



suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature Date

.....
Position Name of bidder

Transnet Port Terminals

Tender Number: ICLM HQ 641/TPT

Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

TRANSNET



T2.2-23 NON-DISCLOSURE AGREEMENT



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

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

TRANSNET SOC LTD

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

and

.....
.....

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

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet’s Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by



that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:



-
- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.



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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

- 9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.
- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.



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

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

Signed

Date

Name

Position

Tenderer



Transnet Port Terminals
Tender Number: ICLM HQ 641/TPT
Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

T2.2-24: 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]



Transnet Port Terminals
Tender Number: ICLM HQ 641/TPT

Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

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

- 6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
- 7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
- 8. We have acquainted ourselves and agree with the content of T2.2-26 "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.



Transnet Port Terminals

Tender Number: ICLM HQ 641/TPT

Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

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

T2.2-25: 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

T2.2-26 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

Transnet Port Terminals

Tender Number: ICLM HQ 641/TPT

Description of Supply: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

T2.2-27 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")



Transnet Port Terminals

Tender Number: ICLM HQ 641/TPT

Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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



Transnet Port Terminals

Tender Number: ICLM HQ 641/TPT

Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

from the Tenderer, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
 - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
 - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
 - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.



Transnet Port Terminals

Tender Number: ICLM HQ 641/TPT

Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.
- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship,



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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



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- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and
- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

- Principle 10: Businesses should work against corruption in all its forms, including extortion and bribery.

4 INDEPENDENT TENDERING

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

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

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

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

- a) prices;
- b) geographical area where Goods or Services will be rendered [market allocation];



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- 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.
- 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.



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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place

the entity concerned on the Database of Restricted Suppliers published on its official website.

- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
 - a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
 - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
 - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
 - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
 - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
 - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct;and



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- (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



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the Tenderer/Service Provider/Contractor. However, the proceedings with the other Tenderer/ Service Provider/Contractor may continue;

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

9 CONFLICTS OF INTEREST

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

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

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

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

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

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

- a) must disclose the interest and its general nature, in the Request for 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 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.

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11.4 Should one or several provisions of this Integrity Pact turn out to be invalid the remainder of this Integrity Pact remains valid.

11.5 Should a Tenderer/Service Provider/Contractor be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Tenderer/Service Provider/Contractor to report this behaviour directly to a senior Transnet official/employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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

Signature

Date

T2.2-28: Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

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

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

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

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

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



TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM HQ 641/TPT

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



TRANSNET PORT TERMINALS
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Conflicts of Interest

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

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

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

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

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

Signed this on day _____ at

Signature

T2.2-29: 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/R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-30: Form of Intent to Provide a Performance Guarantee

It is hereby agreed by the Tenderer that a Performance Guarantee drafted **exactly** as provided in the tender documents will be provided by the Guarantor named below, which is a **bank or insurer registered in South Africa**:

Name of Guarantor
(Bank/Insurer)

Address

The Performance Guarantee shall be provided within **2 (Two)** weeks after the Contract Date defined in the contract unless otherwise agreed to by the parties.

Signed

Name

Capacity

On behalf of (name of
tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date

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T2.2-31: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....
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T2.2-32 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 (... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and

only for the purposes as detailed in this Agreement and in accordance with any applicable law.

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



relating to the Transnet or a third party in the Operator's s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .

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

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

YES	
-----	--

NO	
----	--

2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____



Signature: _____

XXXXX (Pty) Ltd

(Operator)

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

AS WITNESSES:

1. Name: _____

Signature:

2. Name: _____

Signature:

Transnet Port Terminals

Tender Number: iCLM HQ 641/TPT

Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

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:

Title of the Contract

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)

Name &
signature of
witness

Date

Transnet Port Terminals**Tender Number:** iCLM HQ 641/TPT**Description of the Works:** REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

Tenderer's CIDB registration number:

Transnet Port Terminals

Tender Number: iCLM HQ 641/TPT

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Acceptance

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

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Works Information
- Part C4 Site Information

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any).

Transnet Port Terminals

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Transnet Port Terminals

Tender Number: iCLM HQ 641/TPT

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Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

	For the tenderer:		For the Employer
Signature	.....	.....	.....
Name	.....	.....	.....
Capacity	.....	.....	.....
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd	.....
Name & signature of witness	.....	.....	.....

Transnet Port Terminals**Tender Number:** iCLM HQ 641/TPT**Description of the Works:** REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

Date _____

Transnet Port Terminals

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C1.2 Contract Data

Part one - Data provided by the *Employer*

(Compilers) Please read the relevant clauses in the conditions of contract before you enter data. The number of the principal clause is shown for each statement however other clauses may also use the same data.

Completion of this data in full including Z Clauses, according to the Options chosen, is essential to create a complete contract. (Please delete all the above highlighted sentences).

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	A: Priced contract with activity schedule
	dispute resolution Option	W1: Dispute resolution procedure
	and secondary Options	
		X2: Changes in Law
		X7: Delay damages
		X13: Defect Correction
		X18: Limitation of liability

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- Z1: Local Production and Content Obligations**
- Z2: Additional Clauses relating to joint venture**
- Z3: Anti-Corruption Warranty**
- Z4: Protection of Personal Information Act**
- Z5: Collusion in the Construction Industry**
- Z6: Additional clause relating to Performance Bonds and/ or Guarantees**

of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)

10.1 The *Employer* is: **Transnet SOC Ltd
(Registration No. 1990/000900/30)**

Address Registered address:
**Transnet Corporate Centre
138 Eloff Street
Braamfontein
Johannesburg
2000**

Having elected its Contractual Address for the purposes of this contract as: **Transnet Port Terminals
202 Anton Lembede Street
Durban
4000**

10.1 The *Project Manager* is: (Name) **Yanga Ralarala**

Address **Transnet Port Terminals
202 Anton Lembede Street
Durban
4000**

Tel

e-mail

10.1 The *Supervisor* is: (Name) **Sanele Biyela**

Address **Transnet Port Terminals
202 Anton Lembede Street
Durban
4000**

Transnet Port Terminals

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	Tel No.						
	e-mail						
11.2(13)	The <i>works</i> are	REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOCLTD (REG.NO 1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.						
11.2(14)	The following matters will be included in the Risk Register	None						
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1." Description of the Site and it surroundings"						
11.2(16)	The Site Information is in	Part C4						
11.2(19)	The Works Information is in	Part C3						
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.						
13.1	The <i>language of this contract</i> is	English						
13.3	The <i>period for reply</i> is	2weeks						
2	The Contractor's main responsibilities	No additional data is required for this section of the conditions of contract.						
3	Time							
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	29 August 2025						
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<table border="1"> <thead> <tr> <th><i>Condition to be met</i></th> <th><i>key date</i></th> </tr> </thead> <tbody> <tr> <td>1 Site access</td> <td>07 October 2024</td> </tr> <tr> <td>2 Complete whole works</td> <td>29 August 2025</td> </tr> </tbody> </table>	<i>Condition to be met</i>	<i>key date</i>	1 Site access	07 October 2024	2 Complete whole works	29 August 2025
<i>Condition to be met</i>	<i>key date</i>							
1 Site access	07 October 2024							
2 Complete whole works	29 August 2025							
30.1	The <i>access dates</i> are	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1 The whole of the sites</td> <td>07 Oct 2024</td> </tr> </tbody> </table>	Part of the Site	Date	1 The whole of the sites	07 Oct 2024		
Part of the Site	Date							
1 The whole of the sites	07 Oct 2024							



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31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	28 August 2024
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	25th (twenty fifth) 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 Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p>the cumulative rainfall (mm)</p> <p>the number of days with rainfall more than 10 mm</p> <p>the number of days with minimum air temperature less than 0 degrees Celsius</p> <p>the number of days with snow lying at 08:00 hours South African Time</p> <p>and these measurements:</p>

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The place where weather is to be recorded (on the Site) is:

The *Contractor's* Site establishment area

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at:

Durban

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 *conditions of contract*.**

8 Risks and insurance

80.1 These are additional *Employer's* risks **None**

84.1 The *Employer* provides these insurances from the Insurance Table

1 Insurance against: **Loss of or damage to the *works*, 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 *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) 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**



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Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

84.1

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

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

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**



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-
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
 - 4 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 R10 000 000.**
 - 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
 - 6 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**
 - 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* 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 *Contractor*.**

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 *Contractor*) caused by activity in connection with this contract for any one event is

Whatever the *Contractor* requires in addition to the amount of insurance taken out by the *Employer* for the same risk.

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84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	Activity Schedule
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	Durban, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	

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X2	Changes in the law	No additional data is required for this Option		
X7	Delay damages			
X7.1	Delay damages for late Completion of the whole works:	Section	Description	Amount per day
		1	Whole of the works	0.01% of the contract value per day capped at 7%
X13	Defect Correction			
X13.1	The amount of the performance bond is	5% of the total of the Prices		
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:	Nil
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 amount of the deductible payable in terms of the Employer's insurance policy or an amount being equal to the total Contract value inclusive of VAT whichever is applicable
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 inclusive of VAT.
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:	An amount being equal to the total Contract Value inclusive of VAT
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the works

Z *Additional conditions of contract are:*



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Z1 Local Production and Content Obligations

- Z1.1** In terms of Local Production and Content (SBD 6.2), Annexure A and Annexure C of the Returnable Schedule T2.2.01 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content, the Contractor has undertaken to fulfil its obligations of the Local Production and Content for the following designated sectors: 1 Steel Products and Component for Construction.
- Z1.2** The Contractor is required to note that the Employer, the Department of Trade and Industry [DTI] and/or the body appointed by the DTI as the verification authority for local content may conduct compliance audits with regard to the Local Production and Content requirements as prescribed in Regulation 8 of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act no. 5 of 2000.
- Z1.3** The Contractor is required to continuously update Declarations C, D and E of the Local Production and Content Declaration commitments with the actual local content values for the duration of the contract. The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spend on Local Production and Content for the designated sectors for the duration of the contract.
- Z1.4** The Contractor must refer to Schedule A attached to the Returnable Schedule T2.2.01 Eligibility Criteria Schedule: Declaration Certificate of Local Production and Content concerning non-compliance penalties applicable to Local Production and Content.

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Z1.5

Breach of Local Production and Content commitments provides the Employer cause to terminate the contract.



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Z2 Additional clauses relating to Joint Venture

Z2.1

Insert the additional core clause 27.5

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

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

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



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

Z2.2

Insert additional core clause 27.6

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

Z3 Anti-Corruption Warranty

Z3.1

CONTRACTOR hereby undertakes and warrants that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage or gift of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract (hereinafter referred to as any "Corrupt Act") and that it has taken all reasonable measures to prevent its subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.



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Z3.2

In the event that CONTRACTOR has committed a any Corrupt Act or is found by any competent court or judicial body to have committed any Corrupt Act in relation to this Contract or in relation to another contract that has a material impact on this Contractor in the event that:

I. Improper payments are being or have been made or offered to Transnet officials or any other person by CONTRACTOR or those acting on behalf of CONTRACTOR with respect to the Services; or

II. CONTRACTOR or those acting on behalf of CONTRACTOR has accepted any payment or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity. then:

a) In addition to the remedies available in law to Transnet, Transnet reserves the right to instruct CONTRACTOR to (i) dismiss the employee(s) involved, and/or (ii) to terminate its contracts with the relevant supplier/sub-Contractor, as the case may be, and should CONTRACTOR fail to do so, or if the breach is incapable of being remedied, Transnet may terminate the Contract; and

b) Transnet will be entitled to recover the direct damages suffered by Transnet as a result of the termination of the Contract and no further payments will be made to CONTRACTOR, save for those sums which have already been committed. CONTRACTOR shall deliver to Transnet all works already completed in terms of the contract which Transnet has paid for.

Z4 Protection of Personal Information Act



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Z4.1	The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act
Z5 Additional Clause Relating to Collusion in the Construction Industry	The contract award is made without prejudice to any rights the Employer may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
Z5.1	
Z6 Additional clause relating to Performance Bonds and/ or Guarantees	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 Employer by a financial institution reasonably acceptable to the Employer.
Z6.1	

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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:	
	Experience:	



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		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			
A	Priced contract with activity schedule			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
A	Priced contract with activity schedule	Data for the Shorter Schedule of Cost Components		
41 in SSSC	The percentage for people overheads is:	%		
21 in SSSC	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 SSSC	The rates of other Equipment are:	Equipment	Size or capacity	Rate
61 in SSSC	The hourly rates for Defined Cost of design outside the Working Areas are	Category of employee		Hourly rate

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62	in	The percentage for design overheads is	%
SSCC			
63	in	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are:	
SSCC			



C1.3 Forms of Securities

Pro forma Performance Guarantee

For use with the NEC3 Engineering & Construction Contract - June 2005 (with amendments June 2006 and April 2013)

The *conditions of contract* stated in the Contract Data Part 1 include the following Secondary Option:

Option X13: Performance bond

The pro forma document for this Guarantee is provided here for convenience but is to be treated as part of the *Works Information*.

The organisation providing the Guarantee does so by copying the pro forma document onto its letterhead without any change to the text or format and completing the required details. The completed document is then given to the *Employer* within the time stated in the contract.

The Performance Bond needs to be issued by an institution that are reasonably acceptable to the *Employer*.

Transnet may choose to not to accept an Issuer. Should the issuer not being accepted, the performance bond needs to be replaced by an issuer that are acceptable to Transnet. Issuers need to be verified for acceptance by Transnet before a performance bond is issued.



Pro-forma Performance Bond (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Surety)

Transnet SOC Ltd
 C/o Transnet
 Transnet Corporate Centre
 138 Eloff Street
 Braamfontein
 Johannesburg
 2000

Date:

Dear Sirs,

Performance Bond for Contract No.

With reference to the above numbered contract made or to be made between

Transnet SOC Limited, Registration No. 1990/000900/30 (the *Employer*) and

{Insert registered name and address of the *Contractor*} (the *Contractor*), for

{Insert details of the *works* from the Contract Data} (the *works*).

I/We the undersigned

on behalf of the
 Guarantor

of physical address

.....

.....

.....

.....

and duly authorised thereto do hereby bind ourselves as Guarantor and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4. This bond will lapse on the earlier of
- the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:
- (say) _____
- R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201_

Signature(s)	_____
Name(s) (printed)	_____
Position in Guarantor company	_____
Signature of Witness(s)	_____
Name(s) (printed)	_____



PART 2: PRICING DATA

Document reference	Title	No of pages
	This cover page	1
C2.1	Pricing Instructions	2 - 3
C2.2	Activity Schedule	4 - 12
	Total number of pages	12

C2.1 Pricing instructions: Option A

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, (with amendments June 2006 and April 2013) (ECC) Option A states:

Identified and defined terms 11

11.2 (20) The Activity Schedule is the *activity schedule* unless later changed in accordance with this contract.

(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.

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

- each group of completed activities and
- each completed activity which is not in a group

A completed activity is one which is without Defects which would either delay or be covered by immediately following work.

(30) The Prices are the lump sums for each of the activities on the Activity Schedule unless later changed in accordance with this contract.

1.2. Measurement and Payment

1.2.1 The Activity Schedule provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.

1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Activity Schedule.

1.2.3 The Activity Schedule work breakdown structure provided by the *Contractor* is based on the Activity Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The activity schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary

TRANSNET PORT TERMINALS TENDER

NUMBER: ICLM HQ 641/TPT

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- 1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

C2.2 Activity Schedule

The Employer requires at least the following activities to be priced. Each activity must be priced individually.

The price reflected below must be fixed and firm. Failure to provide a fixed and firm price will declare the Contractor nonresponsive.

The Employer's proposed percentage payment split is reflected below.

Contractors are to advise details of any alternative proposed payment split.

The proposed payment date **MUST** be completed.

It is Transnet's preference to enter into a Rand based contract, where the contractor will hedge the Foreign exchange (FX) risk exposure on their balance sheet at a cost acceptable to Transnet by verifying cost of hedging with Transnet Treasury before hedge execution by the contractor.

Should this not be possible, and should it be required that the Employer hedge the FX risk, the Contractor will be required to re-imburse the Employer for any hedging related costs (losses that arise due to the moving of hedges), in the event that a payment cannot take place on the hedged date due to the Contractor.

It is Transnet's preference to enter into a contract on a DDP (Incoterms 2010, Port of Durban) basis. However, a DAP (Incoterms 2010, Port of Durban) will be accepted, provided the contractor agrees to reimburse the Employer in respect of any additional costs to be incurred as a result of choosing the DAP Incoterms 2010, e.g., Customs VAT, cargo dues and other cargo clearance levies relating to this contract.

C2.2 Activity Schedule

Mandatory Returnable

Note: It is mandatory for bidders to price for all the terminals and all line items, as TPT will award the work to one successful bidder. Failure to price for all terminals and all line items will lead to disqualification, as the pricing will be incomplete.

Item	Description Activity	Unit	Qty.	Unit Rate	Total cost (Excl. VAT)
1.	Main Offer: Durban Car Terminal (MPT) & Maydon Wharf.				
1.1	The on-site establishment of facilities for the Contractor and the provision of site offices, personnel, and necessary equipment.				
	Car Terminal.	each	1		
	Maydon Wharf & Agri-Port Terminals.	each	1		
	The contractor to provide safety file for approval prior to the commencement of the works as per <i>Employers Health and Safety Project Specification</i> .	each	1		
	Environmental, skip and waste management	each	1		
	Security	each	1		
	As built drawings	each	1		
	Time related obligations	each	1		
	Engineering designs as per scope of work	each	1		
1.2	Careful demolition and removal of the existing infrastructure (Fencing, gates & rail etc.). Note: Removal rate to include stockpiling all steel material in an area identified in the terminal.				
	Car Terminal - Q & R (Figure 1 in Scope of Work):				
	Remove a single gate consisting of 4m manual swing gates.	each	2		
	Remove palisade fence panels including the posts.	m	600		
	Remove the existing turnstile (Quayside entrance).	each	1		
	Remove electric fence (isolated).	each	1		
	Car Terminal – FPT (Figure 2 in Scope of Work):				
	Remove damaged panels of high security fence (see through anti-cut, anti-climb and CCTV optimized and security patrol friendly invisible wall) - fence panels including posts.	m	100		
	Remove damaged palisade fence including posts.	m	100		

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Car Terminal - Control Room & Fitment Center (Figure 3 in Scope of Work):				
Remove a single gate consisting of 4m manual swing gates.	each	2		
Remove palisade fence panels including the posts.	m	250		
Remove single gate consisting of 4m manual sliding gate that opens by sliding on the rail.	each	1		
Car Terminal - Concrete Wall (Figure 4 in Scope of Work):				
Remove a single gate consisting of 4m manual swing gates.	each	2		
D Gate (Figure 5 in Scope of Work):				
Remove palisade fence panels including the posts.	m	150		
Remove the existing turnstile.	each	1		
Remove single gate consisting of 4m automated sliding gate that opens by sliding on the rail.	each	1		
Remove electric motor (isolated).	each	1		
G Gate to C Berth (Figure 6 in Scope of Work):				
Remove a single gate consisting of 4m manual swing gates	each	2		
Remove a single gate consisting of 4m manual swing gates.	each	2		
Remove palisade fence panels including the posts.	m	115		
MPT Clinic (Figure 7 in Scope of Work):				
Remove Concrete Fence	m	200		
Maydon Wharf Berth 12 (Figure 9 in Scope of Work):				
Remove palisade fence panels including the posts.	m	270		
K-Block (Figure 8 in Scope of Work):				
Remove palisade fence panels including the posts.	m	500		
Maydon Wharf Entrance (Figure 10 in Scope of Work)				
Remove palisade fence panels including the posts.	m	50		
Maydon Wharf Shed 12 M&A (Figure 11 in Scope of Work):				
Remove Concrete Fence & steel (rail)	m	150		

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1.3	Supply and installation of temporary fencing structure where fence has been removed or where there are trenches, (i.e., green shaded/ yellow/orange cloth/net and quick fence shall be utilized). It is envisaged that the new fence installation, and erection of temporary fencing prior to removal of existing fence, will be done in phases to reduce the amount of temporary fencing that would be required at one time.	m	200		
1.4	Supply and installation of hot dip galvanised steel palisade fencing.				
	Terminal - Q & R (Figure 1 in Scope of Work):				
	Supply and install palisade fence panels including the posts	m	600		
	Car Terminal - FPT (Figure 2 in Scope of Work):				
	Supply and install palisade fence panels including the posts.	m	100		
	Car Terminal - Control Room & Fitment Centre (Figure 3 in Scope of Work)				
	Supply and install palisade fence panels including the posts.	m	250		
	Car Terminal - G Gate to C Berth (Figure 6 in Scope of Work):				
	Supply and install palisade fence panels including the posts.	m	115		
	MPT Clinic (Figure 7 in Scope of Work):				
	Supply and install 200m palisade fence panels including the posts.	m	200		
	Maydon Wharf Berth 12 (Figure 9 in Scope of Work):				
	Supply and install palisade fence panels including the posts.	m	270		
	Maydon Wharf Entrance (Figure 10 in Scope of Work):				
	Supply and install palisade fence panels including the posts.	m	50		
	K-Block (Figure 8 in Scope of Work):				
	Supply and install palisade fence panels including the posts.	m	500		
	Maydon Wharf Shed 12 M&A (Figure 11 in Scope of Work):				
	Supply and install palisade fence panels including the posts.	m	150		
1.5	Supply and install high security fence (see through anti-cut, anti-climb and CCTV optimized and security patrol friendly invisible wall) - fence panels including posts.				
	Car Terminal - FTP (Figure 2 in Scope of Work):				

TRANSNET PORT TERMINALS

TENDER NUMBER: ICLM HQ 641/TPT

DESCRIPTION OF THE WORKS: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL

	Supply and install high security fence (see through anti-cut, anti-climb and CCTV optimized and security patrol friendly invisible wall) - fence panels including posts.	m	100		
	D Gate (Figure 5 in Scope of Work):				
	Supply and install high security fence (see through anti-cut, anti-climb and CCTV optimized and security patrol friendly invisible wall) - fence panels including posts.	m	150		
1.6	Supply and install sliding gate that opens by sliding on the rail. Include new rail and brackets				
	Car Terminal - Control Room & Fitment Centre (Figure 3 in Scope of Work):				
	Supply and install a single gate consisting of 4m manual sliding gate that opens by sliding on the rail with wheels.	each	3		
	MPT Clinic (Figure 7 in Scope of Work):				
	Supply and install a single gate consisting of 4m sliding gate that opens by sliding on the rail.	each	1		
	Maydon Wharf Main Entrance (Figure 10 in Scope of Work):				
	Supply and install a single gate consisting of 20m sliding gate that opens by sliding on the rail.	each	1		
1.7	Supply and install high security fence (see through anti-cut, anti-climb and CCTV optimized and security patrol friendly invisible wall) - fence panels including posts.				
	D Gate (Figure 7 in Scope of Work):				
	Supply and install a single high security fence gate consisting of 4m sliding gate that opens by sliding on the rail with the wheels. High security fence gate (see through anti-cut, anti-climb and CCTV optimized and security patrol friendly invisible wall)	each	1		
1.8	Supply and install swing gate that opens inward circular motion.				
	Car Terminal Q & R (Figure 1 in Scope of Work):				
	Supply and install a single gate consisting of 4m manual swing gates.	each	2		
	Car Terminal - FPT (Figure 2 in Scope of Work):				
	Supply and install a single gate consisting of 4m manual swing gates.	each	2		
	Car Terminal - Control Room & Fitment Centre (Figure 4 in Scope of Work):				
	Supply and install a single gate consisting of 4m manual swing gates.	each	2		
	Car Terminal - G Gate (Figure 8 in Scope of Work):				

TRANSNET PORT TERMINALS

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	Supply and install a single gate consisting of 4m manual swing gates.	each	3		
	Supply and install a single gate consisting of 4m manual swing gates	each	1		
	Supply and install a single gate consisting of 4m manual swing gates.	each	2		
	Maydon Wharf Main Entrance (Figure 13 in Scope of Work):				
	Supply and install a single gate consisting of 4m manual swing gates (next to admin offices).	each	2		
	Maydon Wharf Shed 12 M&A (Figure 11 in Scope of Work):				
	Supply and install a single gate consisting of 1,2m manual swing gates.	m	1		
1.9	Supply and install turnstile gates.				
	Car Terminal - Q & R (Figure 1 in Scope of Work):				
	Supply and install turnstile (Quayside entrance).	each	1		
	Car Terminal - D Gate (Figure 7 in Scope of Work):				
	Supply and install turnstile.	each	1		
1.10	Supply and installation of stainless steel shackles/ chain.				
	Car Terminal - Q & R (Figure 1 in Scope of Work):				
	Provide 0.5m long stainless-steel long shackle/ chain.	each	1		
	Car Terminal - FTP (Figure 2 in Scope of Work):				
	Provide 0.5m long stainless-steel long shackle/ chain.	each	1		
	Car Terminal - Control Room & Fitment Centre (Figure 4 in Scope of Work):				
	Provide 0.5m long stainless-steel long shackle/ chain.	each	2		
	D Gate (Figure 5 in Scope of Work):				
	Provide 0.5m long stainless-steel long shackle/ chain.	each	1		
	G Gate (Figure 8 in Scope of Work):				
	Provide 0.5m long stainless-steel long shackle/ chain.	each	2		
	Maydon Wharf Main Entrance (Figure 10 in Scope of Work):				
	Provide 0.5m long stainless-steel long shackle/ chain.	each	2		
1.11	Supply and installation of hot dip galvanised padlocks.				
	Car Terminal - Q & R (Figure 1 in Scope of Work):				

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	Provide stainless steel padlock with keys.	each	1		
	Car Terminal - FTP (Figure 2 in Scope of Work):				
	Provide stainless steel padlock with keys.	each	1		
	Car Terminal - Control Room & Fitment Centre (Figure 4 in Scope of Work):				
	Provide two stainless steel padlocks with keys.	each	2		
	D Gate (Figure 7 in Scope of Work):				
	Provide stainless steel padlock with keys.	each	1		
	G Gate (Figure 8 in Scope of Work):				
	Provide stainless steel padlock with keys.	each	2		
	Car Terminal - Main Terminal:				
	Provide stainless steel padlock with keys.	each	1		
	Maydon Wharf Main Entrance (Figure 10 in Scope of Work):				
	Provide stainless steel padlock with keys	each	2		
1.12	Supply and installation of hot dip galvanised security razor wire concertina on top of the new and existing fence.				
	Car Terminal - Q & R (Figure 1 in Scope of Work):				
	Supply and install concertina flat razor wire on top of the existing fence.	m	600		
	Car Terminal - FPT (Figure 2 in Scope of Work):				
	Supply and install concertina flat razor wire on top of the existing fence.	m	550		
	Car Terminal - Control Room & Fitment Centre (Figure 4 in Scope of Work):				
	Supply and install concertina flat razor wire on top of the existing fence.	m	200		
	Car Terminal - Concrete Wall (Figure 5 in Scope of Work):				
	Supply and install Concertina flat razor wire on top of the existing wall.	m	700		
	Car Terminal - D Local Offices & Admin Parking Area:				
	Supply and install concertina flat razor wire on top of the existing fence	m	150		
	Car Terminal - G Gate (Figure 8 in Scope of Work):				

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	Supply and install concertina flat razor wire on top of the existing fence.	m	500		
	Car Terminal - Main Terminal:				
	Supply and install concertina flat razor wire on top of the existing fence.	m	454		
	K-Block (Figure 11 in Scope of Work):				
	Supply and install concertina flat razor wire on top of the existing fence.	m	500		
	Maydon Wharf Berth 12 (Figure 12 in Scope of Work):				
	Supply and install concertina flat razor wire on top of the existing fence.	m	600		
	Maydon Wharf Main Entrance (Figure 13 in Scope of Work):				
	Supply and install concertina flat razor wire on top of the existing fence.	m	360		
2.	Main Offer: Agri-Port Terminal				
2.1	Careful demolition and removal of the existing infrastructure (Fencing, gates, and rail etc.). Note: Removal rate to include stockpiling all steel material in an area identified in the terminal.				
	Remove a single gate consisting of 8m x 2 manual sliding gates including rails.	each	2		
	Remove a single gate consisting of 4m x 2 manual sliding gates including rails.	each	2		
	Remove a single gate consisting of 4m x 2 manual swing gates.	each	2		
	Remove Palisade fence.	m	470		
	Remove Concrete fence and provide skips for concrete/ rubble waste.	m	630		
	Remove concertina flat razor wire on top of the existing fence.	m	470		
2.2	Disposal of 630m long concrete fence waste as per municipality by-laws for concrete/ rubble waste disposal.	m	630		
2.3	Supply, delivery, install and commissioning of Hot dip galvanised palisade fence panels including the posts.	m	1100		
2.4	Supply and install sliding gate that opens by sliding on the rail. Include a brush to clean the rail.	each	1		
	Supply, delivery, install and commissioning of a single gate (hot dip galvanised palisade) consisting of 8m x2 sliding gate that opens by sliding on the rail with wheels.	each	2		
	Supply, delivery, install and commissioning of a single gate (hot dip galvanised palisade) consisting of 4m x2 manual sliding gate that opens by sliding on the rail with wheels.	each	2		
2.5	Supply and install swing gate that opens inward circular motion.				
	Supply, delivery, install and commissioning of a single gate (hot dip galvanised palisade) consisting of 4m x2 manual swing gates.	each	2		

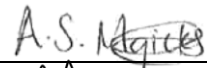


TRANSNET PORT TERMINALS

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	Supply, delivery, install and commissioning of a single pedestrian gate (hot dip galvanised palisade) consisting of 1.2m x1 manual swing gates.	each	1		
2.6	Supply and installation of hot dip galvanised shackles/ chain.				
	Provide 0.5m long stainless-steel long shackle/ chain.	each	4		
2.7	Supply an installation of stainless-steel padlocks.				
	Provide stainless steel padlock with keys	each	4		
2.8	Supply and installation of hot dip galvanised security razor wire concertina on top of the fence.	m	1100		
2.9	Concrete works for anchoring of panel posts and gate rails.	LOT			
2.10	Provision of a QA Pack and production of "as-built drawings".	LOT			
2.11	The de-establishment of site facilities for the Contractor, removal of plant and equipment as well as final tidying up of the site on completion. The site must be left to its original standard upon dismantling of such facilities and handed back to the Employer.				
	Car Terminal.	each	1		
	Maydon Wharf & Agri-Port Terminals.	each	1		

Total Price to be carried over to the Form of Offer & Acceptance (Excl. VAT)

	Name	Position	Signature	Date
Compiled	Asavela Ntlokwana	Quantity Surveyor		06-12-2023
Reviewed	Mthokozisi Radebe	Capital Budget & Portfolio Manager		11/12/2023
Approved	Yanga Ralarala	Project Manager		11-12-2023

TRANSNET PORT TERMINAL

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PART C3: SCOPE OF WORK

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C3.2	<i>Contractor's Works</i>	
Total number of pages		53

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 CONTRACT NUMBER: ICLM HQ 641/TPT
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DOCUMENTATION DISTRIBUTION, REVISION AND APPROVAL HISTORY

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APPROVED BY:

 Signature
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 Designation: Managing Executive, Durban Terminals
 Date: _____

C3.1 EMPLOYER'S WORKS INFORMATION



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SECTION 1

1 Description of the *works*

1.1 Executive overview

1.1.1 Port of Durban Bulk, Break Bulk and Car Terminal (BBC Terminal) is made up of Point Terminal, Agri-Port Terminal, and Maydon Wharf Terminal. They are used for import and export purposes, as a storage area for bulk cargo, breakbulk cargo, and cars. The Terminals are physically enclosed with a fence along the perimeters for security purposes, safeguarding of commodities, life, properties, TPT assets, and provision of a physical barrier to prevent stowaway instances.

1.2 Employer's objectives

The employers' objective is to appoint a suitable *contractor* to execute the project for Transnet Port Terminals to comply and adhere to security measure and the following standards:

- a) National Ports Act No. 12 of 2005.
- b) Ensure compliance to International Ship and Port Security (ISPS) Code requirements.
- c) Adhere to security measures and control of access into TPT property and assets.

1.3 Guarantees and Warranties

The extent of guarantees that can be offered by the Tenderer on the corrosion protection and installation of the fencing will play an important role in the evaluation of the tenders.

- The Tenderer is required to indicate on the schedule what guarantee period is offered for the fencing, including the corrosion protection and installation (workmanship).
- A Guarantee period on the fencing of not less than seven years on corrosion protection is required.
- A Guarantee period on workmanship for the fencing, including gates and turnstiles, of not less than one year is required, however longer guarantees will be rewarded during the evaluation.
- The Tenderer is required to issue a guarantee/ warrantee from manufacturer.

1.4 Interpretation and Terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
Approx.	Approximate
SOP: CEM	Standard Operating Procedure for Construction Environmental Management
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
CRL	<i>Contractor</i> Review Label
CIRP	<i>Contractor's</i> Industrial Relations Practitioner
CM	Construction Manager

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CSHEO	Contractor's Safety, Health and Environmental Officer
DTI	Department of Trade and Industry
DGN	CAD file format supported by Microstation
DWG	Drawings
EA	Environmental Authorisation
EIR	Environmental Impact Report
EM	Environmental Manager
EMPr	Environmental Management Programme
EDMS	Emissions Data Management System
EO	Environmental Officer
HAZCON	Hazard of Construction
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IP	Industrial Participation
IR	Industrial Relations
ISO	International Standard Organisation
ISPS	International Ship and Port Facility Security Code
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
CIRP	Contractor's Industrial Relations Practitioner
MSP	Microsoft Projects
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan
PLA	Project Labour Agreements
PIRM	Project Industrial Relations Manager
PSPM	Project Safety Program Manager
ProgEM	Programme Environmental Manager
ProjEM	Project Environmental Manager
QA	Quality Assurance
R&D	Research and Development
SACNASP	South African Council for Natural Scientific Professions
SACPCMP	South African Council for Project and Construction Management Professionals
SANS	South African National Standards
SASRIA	South African Special Risks Insurance Association
CESSG	Contractor Environmental and Sustainable and Specification Guideline
SHEO	Safety, Health and Environment Officer
TPT	Transnet Port Terminals

1.5 Existing Fence Layout - Google Maps

Existing fence layout which requires replacement is illustrated below, where red shows fence boundaries and green shows the gates.

1.5.1 Terminal Installation Sites (Google Maps)



Figure 1: Q & R

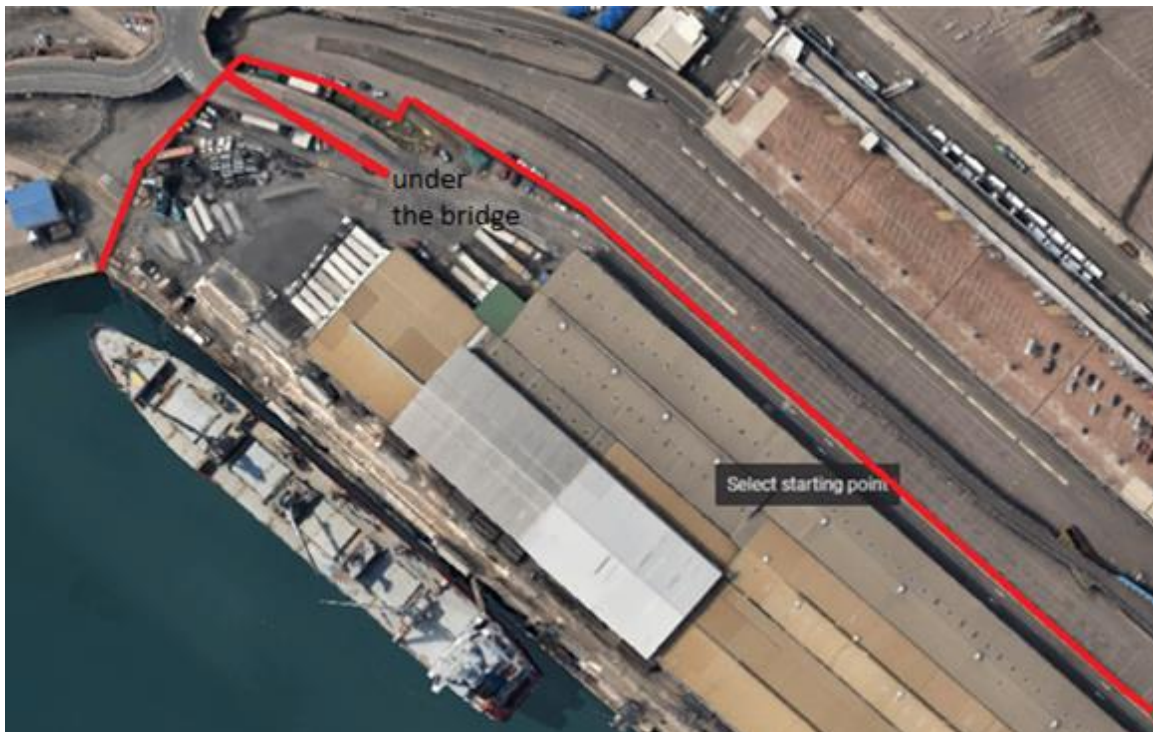


Figure 2: FPT

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Figure 3: Control Room



Figure 4: Concrete wall

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Figure 5: 111 Offices/ D gate

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Figure 6: G Gate to C Berth

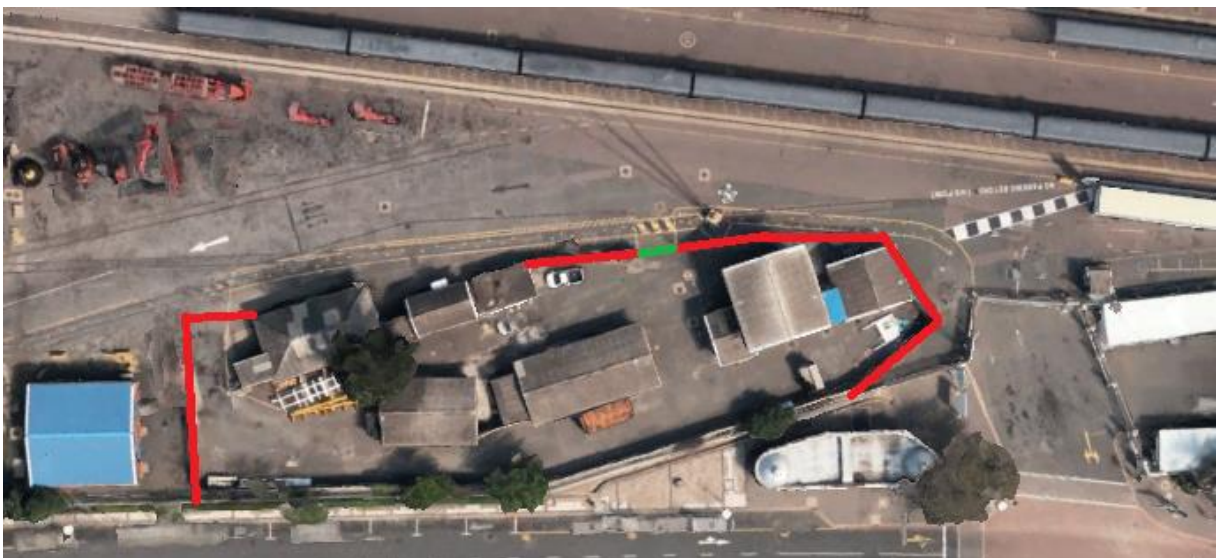


Figure 7: MPT Clinic

1.5.2 Maydon Wharf Terminal Installation Sites (Google Maps)

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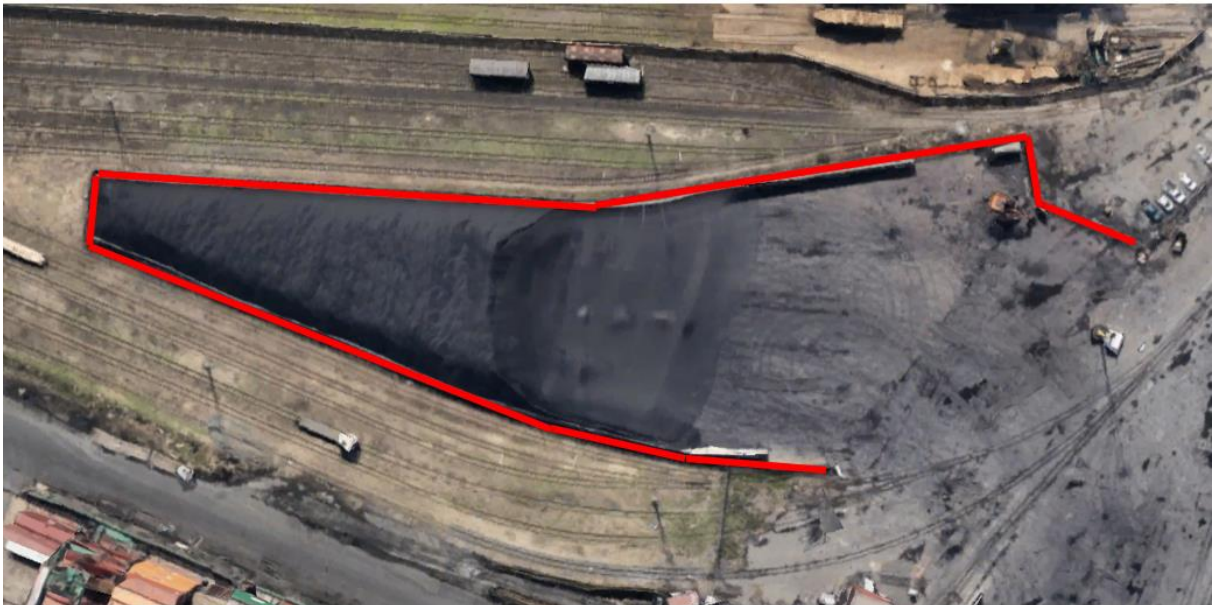


Figure 8: Maydon Wharf (K-block)

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Figure 9: Maydon Wharf Berth 12

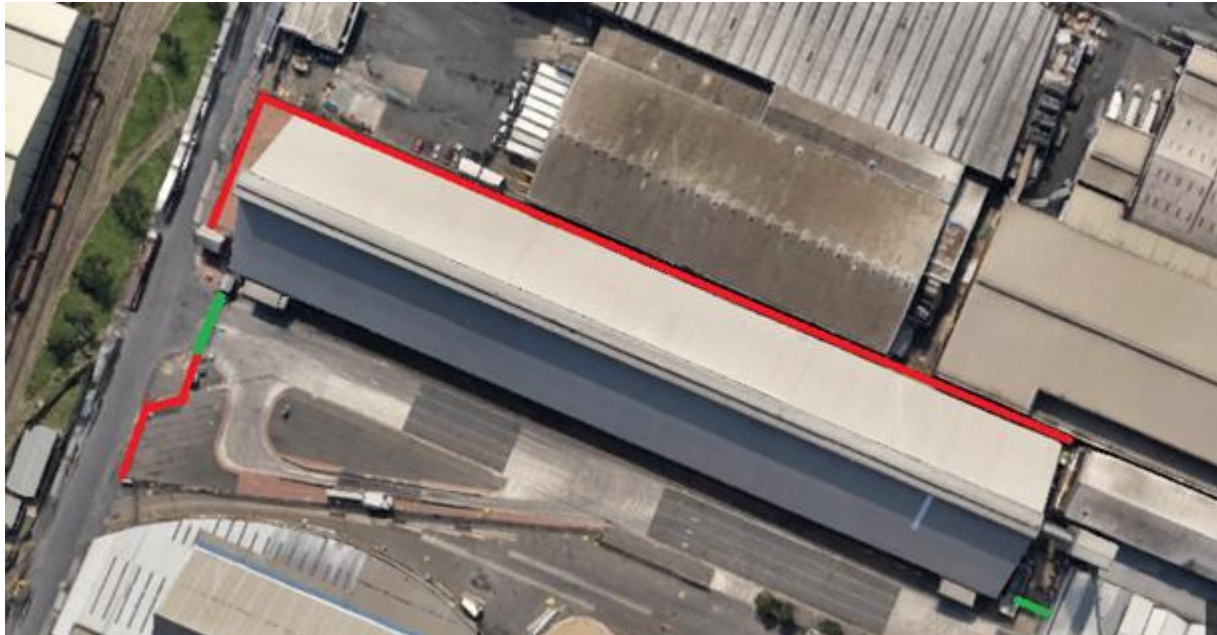


Figure 10: Maydon Main Entrance



Figure 11: Maydon Shed 12 M & A

1.5.3 Agri-Port Terminal Installation Sites (Google Maps)

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Figure 12: Agri-Port

2 Engineering and the *Contractor's* design

2.1 *Employer's Responsibilities*

- a) No design is provided by the *Employer* (The *employer* has provide minimum guidelines).
- b) The *Employer's* performance requirements for the *works* are contained in the Works Information and all annexures thereto (Typical Transnet Drawings).
- c) The *Employer* grants the *Contractor* a licence to use the copyright in performance data presented to the *Contractor* for the purpose of the works ONLY.
- d) The *employer* has provided minimum requirements to be adhered to and used as guidelines during the procurement, designing and installation. The *Contractors* scope of Works shall include, but not limited to Typical Transnet Drawings.

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

The *works* that the *Contractor* is to perform *involve* the design, supply, delivery, removal of old fence, installation, and commissioning of Perimeter Fence at BBC Terminal namely Durban Point Terminal, Agri-Port Terminal, and Maydon Wharf Terminal.

The major activities of the *works* include:

- a) The design, supply, and installation of hot dip galvanised steel palisade fencing (refer to Annexure - CAD PALISADE_FENCE_AMEND 9).
- b) The design supply, and installation of high security fence (refer to Annexure - General Specification for High Security Fence).
- c) The design, supply, and installation of steel palisade gates (swing and sliding) with shackles and padlocks
- d) The design supply and installation of turnstile gates.
- e) The supply and install hot dip galvanised concertina security razor wire
- f) Detection of existing underground services
- g) Excavation and provision for concrete footing/ base.
- h) Relocation and or diversion of existing services (electrical, communications, sewer, and water) when it is required.
- i) Careful removal of the existing fence (wire mesh, concrete slabs, and brickwork) and gates where required. Removal of the existing fence and installation of new fence must be done in parallel to seal off the area from impending threats and always provide physical security on the exposed sections during construction.
- j) **Note:** All steel material (fencing, gates, etc.) removed are to be stockpiled in an area identified in each terminal, for TPT's reverse logistics team to dispose of.

- k) Provide skips for waste management.
- l) Disposal of concrete fence waste as per municipality by-laws for concrete/ rubble waste disposal.
- m) The *Contractor* shall provide the *works* in accordance with the Technical, Health and Safety, Environmental, Quality, Industrial relations and Programming requirements as set out in the Works Information.

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

- a) Steel Palisade Fence (Annexure - CAD PALISADE_FENCE_AMEND 9)
- b) Steel Palisade Gate (Annexure - CAD Palisade Swing Gate Details & Annexure - CAD Palisade Sliding Gate Details)
- a) High Security Fence (Annexure - General Specification for High Security Fence)
- c) Turnstile gates
- d) Concrete Foundations

2.2.2 Steel Palisade Panel

- a) Height: Not less than 2400mm above floor level, with an opening below fence (between fence and ground level) not exceeding 50mm.
- b) Post: Approximately 3000mm centres on the posts.
- c) Concrete strength: According to SANS 1200
- d) Vertical pales (palisades) of fencing to be angle iron, at least 40mm x 40mm, and at least 3mm thick.
- e) Top of pales to be profiled to have pointed / spiked finish.
- f) Vertically installed pales to be evenly distributed across each panel to ensure the opening between pales to not exceed 150 mm.
- g) Angle iron cross bars spanning between posts to be angle iron, at least 50mm x 50mm, and at least 5mm thick. At least two cross bars per panel.
- h) Posts: To be square tubes of at least 75mm x 75mm, with a wall thickness of at least 2mm.
- i) Posts to be fitted with a suitable cap, epoxied into position to prevent easy removal, to seal pipe and prevent the ingress of water.
- j) Cross bars to be fixed to the posts by means of brackets. No holes are to be drilled into the posts.
- k) The palisade fence shall be made from hot dip galvanised steel.
- l) All bolt and nuts used in the assembly of the palisade fencing to be off the antivandal type or welds.

2.2.3 Steel Palisade Gate

- a) Gate frames to be made from steel sections compatible to use with palisade panels i.e., match palisade fencing for uniformity.
- b) Height: Not less than 2400mm above floor level.
- c) Vertically installed pales to be evenly distributed across each panel to ensure the opening between pales to not exceed 150 mm.
- d) Concrete strength: According to SANS 1200
- e) Gates, Panels, Posts, Single bolts clamping plates, base plates, fasteners, and bolting must be fully galvanised for use in a marine environment and for extremely high corrosion resistance.
- f) Supply and install pedestrian gate that opens with an inward circular motion. Approximately 1,2m wide galvanized, lockable gates.
- g) Supply and install sliding gate that opens by sliding on the rail. Approximately 8m or 4m x 2 wide galvanized lockable sliding gates complete with rail. All gates to include strong/weight to gate ratio portals and tracks to be at least 75mm where gates are 4m and longer embedded in concrete. The guide wheels to be heavy duty as well due to weather, weight, and the port environment.
- h) Supply and install swing gate that opens inward circular motion. Approximately 8m or 4m x 2 wide galvanized lockable sliding gates.
- i) The gates to be of the same design as palisade panels for design continuity.

2.2.4 High Security Fence

- b) Supply and install new high security fence (see through anti-cut, anti-climb and CCTV optimised and security patrol friendly wall), with required posts.
- c) Gates, Panels, Posts, Single bolts clamping plates, base plates, fasteners, and bolting must be fully galvanised for use in a marine environment and for extremely high corrosion resistance.
- d) Final colour to be moss green (RAL 6005).
- e) Concrete strength: According to SANS 1200.
- f) Refer to "General Specification for High Security Fence" on the annexures or provide a similar product.

2.2.5 Turnstile

- a) It must be hot-dip galvanized to provide best corrosion protection and ensuring prolonged life (Outdoor).
- b) Suited for high volume access.
- c) Heavy-duty latch mechanism rotation locking mechanism.
- d) Bi-directional operation with a manual access button.

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- e) Suspended rotor.
 - f) Self-centering rotation system.
 - g) Mechanical key override - clockwise and anti-clockwise directions (fail-secure).
 - h) Installed on top of a plinth and the plinth must be reinforced.
 - i) Concrete strength: According to SANS 1200
- 2.2.6 Concertina Flat Razor Wire
- a) It must be hot-dip galvanized to provide best corrosion protection and ensuring prolonged life.
 - b) 500mm Coil Diameter Galvanized Concertina Flat Wrap Razor Wire.
 - c) The installation requires additional hot dip galvanised vertical uprights supports.
 - d) Flat wrap
- 2.2.7 All required temporary works. Temporary works are all works other than the permanent works which shall be removed from the Site on Completion of the works.
- 2.2.8 Further details of design and performance requirements for the parts of the works which the Contractor is to design are provided in the relevant technical specifications included within annexures which forms part of this Works Information
- 2.2.9 The Contractor shall appoint suitably qualified and experienced designers to carry out such work and shall indemnify and hold indemnified the Project Manager and Employer against any claims and actions that may arise out of his designs.
- 2.2.10 All designs/calculations must be done by an authenticated and authorized Professional Engineer/Professional Technologist registered with the Engineering Council of South Africa. The Contractor shall submit to the Project Manager details of the Professional Engineer/Professional Technologist registered with the Engineering Council of South Africa prior to starting any design of temporary or permanent works. The Contractor shall submit to the Project Manager for acceptance all design calculations and drawings for all temporary and permanent works.
- 2.2.11 The Contractor shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, Site approval and requirements of the construction regulations with regards to all works including developing and submitting maintenance plans for acceptance by the Project Manager for all works designed by the Contractor.
- 2.2.12 Unless expressly stated to form part of the design responsibility of the Employer as stated under clause 2.1 and whether or not specifically stated to form part of the design responsibility of the Contractor under this clause 2.2, all residual design responsibility and overall responsibility for the total design solution for the works rests with the Contractor.

2.3 Procedure for submission and acceptance of Contractor's design

- 2.3.1 The Contractor shall address the following procedures:

- All designs done by the *Contractor* must comply with all relevant SANS and SABS must be approved by Professional registered personnel with ECSA.
- A hardcopy of the design, approved by Professional registered personnel with ECSA, must be supplied to the *Project Manager* for approval.
- After the approval both a hard copy of the design as well as USB with Adobe Acrobat (PDF) and "Native" file format of the design must be supplied to the *Project Manager*.

Acceptance of documentation by the *Project Manager* in no way relieves the *Contractor* of his professional indemnity responsibility for the correctness of information, or conformance with the requirements of the Works Information. This responsibility rests solely with the *Contractor*.

2.4 Review and Acceptance of *Contractor* Documentation

2.4.1 The *Contractor* submits documentation as the 'Works Information' requires to the *Project Manager* for review and acceptance.

The Approval of relevant documents will have a lead time of ten (10) working days for acceptance by the *Project Manager*.

In undertaking the 'Works' (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of TPT Document Control.

2.5 Use of *Contractor's* design

2.5.1 The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any purpose in connection with the construction, re-construction, refurbishment, repair, maintenance, and extension of the *works* with such licence being capable of transfer to any third party without the consent of the *Contractor*.

2.5.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to the *works* as follows:

- The *Contractor* grants the *Employer* a licence to use the copyright in all design data presented to the *Employer* in relation to the *works* for any future tenders and construction of modular facilities.

2.6 Design of Equipment

2.6.1 The principal Equipment categories deployed for the *Contractor* to provide the *Works* require its design to be accepted by the *Project Manager* under **ECC Clause 23.1**

2.7 As-built drawings, operating manuals, and maintenance schedules

2.7.1 The *Contractor* provides the following:

- a) As Built /Final Documentation
- b) Plan view from start to end and left to right hand boundaries is required.

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- c) All elements are to be on separate layers. Example, points, codes, and elevation are to be on separate layers. Every different element is to be on a separate layer. Note that no "z" values are to be saved to any lines or points.
- d) Topographical survey shall be provided in the form of hard copies to a scale of 1:500 as well as a magnetic medium in a format assessable by Microstation and AutoCAD (.dwg and/or .dxf format) on a USB.
- e) In undertaking the works (including all incidental services required), the *Contractor* shall conform and adhere to the requirements of the Contractor Document Submittal Requirements Standard included in the Annexures (Refer DOC-STD-0001 Rev 03).
- f) All Red Line information to be signed off by *Contractor's* responsible Professional Engineer/Technologist before issue to the *Project Manager*.

2.7.2 Installation, Maintenance and Operating Manuals and Data Books

- a) The *Contractor* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
- b) Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- c) The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- d) The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- e) The address, phone numbers, fax numbers and reference numbers of all Subcontractors is provided.
- f) Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.
- g) The required number of copies of the manual (s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the *Project Manager*.
- h) All electronic copies (pdf.) of Data Packs to be properly indexed.
- i) A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -
 - Project Name
 - Manual Title, e.g. Installation, Maintenance and Operating Manual
 - Title

- Manual Numbering (e.g. Volume 1 of 2, etc.)
 - Contract Number
 - *Contractor* Name
- j) Unless otherwise stated elsewhere the required number of copies of as built/Final documents/drawings shall be:
- 2 x hard copies (full size)
 - USB with Adobe Acrobat (PDF) and "Native" file format.

3 Construction

3.1 Temporary works, Site services & construction constraints

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

- The *Contractor* complies with the *Employer's* Site entry and security control, permits, and Site regulations.
- The *Contractor* arranges for ID cards to all *Contractors'* employees for access/egress of personnel (and Equipment) within the Site boundaries.

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

- a) All *Contractor* staff entering the Transnet Port Terminal (TPT) facility will undertake an alcohol breathalyser on a daily basis
- b) All relevant PPE must be worn by Site personnel when entering the Port.
- c) All vehicle permits must be obtained prior to site access
- d) All relevant personnel inductions must be done prior to site access being granted.

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

- a) The *Contractor* is specifically excluded from entering the *Employer's* Operational Areas which are adjacent to the Site and Working Area. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations (Where required, the contractor to provide Traffic Management)
- b) The *Contractor* ensures the safe passage of *Contractor's* traffic to and from the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for the protection, direction, and control of traffic.
- c) The *Contractor* ensures that none of his personnel and Equipment will be allowed to move outside of his allocated Site and Working Areas. To this end, access routes are allocated and co-ordinated by the *Project Manager*.
- d) The *Contractor* ensures that all his construction personnel and Equipment remains within his allocated and fenced off construction area.
- e) The *Contractor's* personnel working within Transnet Port Terminal complies with Transnet National Port Authority (TNPA) operational safety requirements and are

equipped with all necessary PPE, high visibility apparel and, when working within two meters of the quay wall, floating apparel (To be supplied by the contractor)

- 3.1.4 The *Contractor* complies with the following requirements of the *Employer*:
- a) Access permissions and restrictions for all personnel and equipment will apply
 - b) All personnel to remain within the site boundary at all times
- 3.1.5 People restrictions on Site; hours of work, conduct and records:
- a) The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the Project Manager prior to commencement of the proposed working hours.
 - b) In the event that the Contractor requests to work overtime to make up for time lost due to his own delays, the Contractor will be liable for the supervision cost required from The Employer's team during The Works.
 - c) The Contractor complies with a nine (9) hour a day, five (5) day a week standard workday/week for all activities to be undertaken by his people (including Sub-Contractors) employed on site.
 - d) The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- 3.1.6 Health and safety facilities on Site to comply with the OSH ACT.
- 3.1.7 The *Contractor* provides a notice board in terms of Transnet requirements at a location to be approved by the *Project Manager* on site.
- 3.1.8 The *Contractor* provides progress photographs at weekly intervals in electronic format to the *Project Manager*.
- 3.1.9 The *Contractor* does not advertise the contract or the project to any third party, nor communicate directly with the media (in any jurisdiction) whatsoever without the express written notification and consent of the *Project Manager*.
- 3.1.10 Site services and facilities:
- a) For the duration of the Contract, the *Project Manager* will provide an area, free of charge, of the *Contractor* to establish his offices, lay down areas, stores, workshops, and other *Contractor's* Equipment when needed.
 - b) No connection to the sewer system will be made available to the *Contractor*, therefore a *Contractor* shall provide portable chemical type toilets for use on site by his people.
 - c) All costs for preparation of the site establishment area are for the *Contractor's* account.
 - d) 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,

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connections, reticulation, and all other usage costs associated with the provision of services are for the *Contractor's* account.

- e) The *Contractor* provides, at his own cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition. Safe disposal certificates to be obtained for all waste removed.
- f) 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.
- g) The *Contractor* provides temporary lighting and fencing around every section occupied by him during the construction of the works in accordance with the Traffic Management Plan.
- h) 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 the area.
- i) The *Contractor* includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- j) Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- k) Upon completion, and within one month of the date of acceptance of the works, the *Contractor* completely removes from the Site and Working Area 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*.
- l) No excess or discarded materials or Equipment may be buried or dumped within the port boundary.
- m) Demolition of all temporary structures, surfaces, etc., shall be first approved by the *Project Manager* prior to the work being carried out.
- n) The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Areas security.
- o) 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*.

p) The *Contractor* shall provide everything else necessary for Providing the Works.

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

3.1.12 Facilities provided by the *Contractor*:

- The *Contractor* ensures that this 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.

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

3.1.14 Unless expressly stated as a responsibility of the *Employer* as stated under 3.1.10 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the Works remains the responsibility of the *Contractor*.

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

- a) Where the *Contractor* encounters existing underground services or existing service cables, the *Contractor* undertakes the following:
- b) The *Contractor* is required to liaise with the *Project Manager*, and the Supervisor and *The Employer's* Engineers, and establish as accurately as possible the location of the various existing services situated within the Work Area and record all such information on a suitable "marked-up" drawing for reference at all times.
- c) In addition to the above, the *Contractor* shall consult the *Project Manager*, the Supervisor and *The Employer's* Engineers, prior to undertaking any excavation work.
- d) Where the *Contractor* encounters existing underground services / existing services cables / pipe trenches, the *Contractor* is to notify the *Project Manager*, the Supervisor and *The Employers* Engineers.

- e) Where the encountered services are causing a delay in the provision of *The Works*, the *Contractor* shall approach the *Project Manager*, the Supervisor and *The Employer's* Engineers for a decision by submitting a Field Engineering Query (FEQ), including his recommendations.
- f) The *Contractor* shall then provide the solution described in the answered FEQ.
- g) The *Contractor* must thereafter exercise due care and attention in carrying out the agreed excavation Works and any Works as may be directed by the *Project Manager* to avoid damage or disruption to existing services.
- h) The *Contractor* shall be liable for all claims arising out of any damage caused by such excavation if the *Contractor* fails to exercise the requisite care and attention in carrying out the excavation.
- i) The cost of locating and protecting, if necessary, services shall be included in the rates for the services intersecting and adjoining the trenches.
- j) A group of cables intersecting or adjoining a trench will be regarded as one service.
- k) The existing services shall be protected when excavating.
- l) The costs of protecting these services shall be included in the rates for excavation and compaction.
- m) All existing services shall be treated as in service and "live". All necessary Safety Instructions of *The Employer* and statutory requirements as per the OHS Act and its Regulations shall be complied with in the handling of the "live" service.
- n) In the case of electrical services, the *Contractor* shall trace, locate, and identify all cables within the service and record the information as per this Works Information above.

3.1.16 Control of noise, dust, water, and waste

- a) Before moving Equipment onto the Site and Working Areas and commencing The Works, the *Contractor* submits his proposed methods of construction (In accordance with TIMS Environment and Sustainability Contractor Specification Guideline) which demonstrate the measures taken to avoid and or reduce any environmental and health issues arising from dust, noise, and vibration for acceptance by the Project Manager.
- b) The Contractor shall comply with the requirements of "Environmental constraints and management" of Section C3.1 Employer's Works Information.
- c) The Contractor shall comply with the requirements of "Safety risk management" of Section C3.1 Employer's Works Information.
- d) The *Contractor* is to provide dust suppression as per the SOP: CEM, CESSG and PES documents to ensure that dust levels resulting from the *Contractor's* construction traffic are kept to the required safety and environmental standards as specified in the relevant project environmental specifications.

3.1.17 Excavations and associated water control

- a) Where applicable, the *Contractor* protects all excavations against any water ingress whether by seepage, rains, storms, floods, or any other means.
- b) Where applicable, the *Contractor* immediately removes any water found in the excavation by pumping and / or bailing provided the removal of water complies with the National Water Act (Act 36 of 1998) and provides all necessary Equipment (pumps, pipes, etc.) to do so.
- c) Water is cleared in such a way that it cannot seep or flow back into the excavations.
- d) The *Contractor* shall install shoring where necessary, and in all deep excavations to ensure that the sides of the excavation does not collapse.
- e) The *Contractor* shall comply with *The Employer's* TIMS Policy Commitment Statement in all respects for the Provision of *The Works* involving deep excavations.
- f) All activities related to excavations and water control forms part of this contract, and the *Contractor* shall make allowance for these activities in his Price and Programme.

3.1.18 Giving notice of work to be covered up:

- a) 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 48 (forty-eight) hours prior to the proposed covering up.
- b) The *Contractor* shall not cover The Works without the authorization of the Supervisor.
- c) The Contractor shall make the *Project Manager* and Supervisor aware of any tests and inspections required by The *Employer's* Quality Management Procedures. Notification of required test and/or The *Employer's* Engineers inspections to be given 24 (twenty-four) hours in advance.

3.2 Completion, testing, commissioning, and correction of Defects

3.2.1 The work to be done by the Completion Date.

On or before the Completion Date the *Contractor* shall have done everything required to Provide the Works including the work listed below which is to be done before the Completion Date and in any case 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.

Item of work	To be completed by
Submission of all data packs, quality assurance records and as-built drawings	Within two weeks after completion of construction

- 3.2.2 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the Works and Layouts status of the completed to present to the *Employer*.

4 Plant and Materials Standards and Workmanship

4.1 Civil Engineering and Structural Works

- 4.1.1 The SANS 1200 Series of Specifications are applicable to all Civil Engineering and Structural works associated with this contract. The following interpretations and meanings shall apply:
- 4.1.2 In case of any conflict in interpretation, ambiguity, or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the *Works Information* and the conditions of contract, the conditions of contract take precedence within the ECC contract.
- 4.1.3 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 4.3 of the *Employer's Works Information* and specific statements contained elsewhere in C3.1 *Employer's Works Information*, the specific statements contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the *Works Information* under ECC Clause 17.1.
- 4.1.4 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "Employer" is used, read "*Employer*";
- Where the word or expression "Contractor" is used, read "*Contractor*";
- Where the word or expression "Engineer" is used, read "*Project Manager*" or "Supervisor" as the context requires;
- Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein);
- 4.1.5 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable. Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *conditions of contract* as the context requires;

- "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the *Works Information*;
- "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein);
- 4.1.6 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
"Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to ECC Clause 14.1 and, inter alia, ECC Clauses 13.1, 14.3 and 27.1.
- 4.1.7 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in entirety. Assessment and payment is in accordance with the *conditions of contract* (and the ECC main and secondary options stated therein).
- 4.1.8 SANS 1200 A: GENERAL 3.2 STRUCTURES AND NATURAL MATERIAL ON SITE, applies only to the extent that it is consistent with paragraph 3.1.6 of C3.1 *Employer's Works Information*.
- 4.1.9 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:
Where the word or expression "Plant" is used, read "Equipment".
- 4.1.10 SANS 1200 A: GENERAL 7.2 CONTRACTOR'S OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included within paragraph 3.1.12 of C3.1 *Employer's Works Information*.
- 4.1.11 SANS 1200 A: GENERAL 3.1 SURVEY, applies only to the extent that it is consistent with paragraph 3.1.14 of C3.1 *Employer's Works Information*.
- 4.1.12 Within SANS 1200 A: GENERAL 3.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies:
Where the word or expression "specification" is used, read "Works Information".
- 4.1.13 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.
- 4.1.14 Within SANS 1200 A: GENERAL 5 TESTING, the following applies:
Where the word or expression "Engineer" is used, read "*Supervisor*".
- 4.1.15 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in entirety. Assessment and payment is in accordance with the conditions of contract (and the ECC main and secondary options stated therein).
- 4.1.16 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*.
- 4.1.17 Demolition and earthworks:

This part covers the demolition of the existing fence at Durban Point, Agri-port and Maydon Wharf Terminals for the construction of the *works*.

a) Supporting Specifications

This specification must be read in conjunction with the following specifications:

SANS 1200 DA: Earthworks (small works)

SANS 1200 MF: Base

b) Making good of existing surfaces

The *Contractor* shall ensure that all surfaces that are damaged during the construction are to be repaired to a satisfactory condition and to match the existing surface. Any damage to the adjacent surfaces shall be repaired by the *Contractor* to the satisfaction of the *Project Manager*.

c) Materials

All vegetation, trees, etc. resulting from site clearance shall be removed off site to a disposal dump to be selected by the *Contractor*. The haulage, dump costs and any levies etc. shall be deemed to be included in his tendered rates. Burning of materials on site shall not be permitted.

d) Cement

Common cements, complying with SANS 50197-1 shall be used for all concrete work. On no account shall masonry cements be used for concrete work, even if the strength designations are the same as for common cements.

e) Coastal Zone

In this application, which is within one kilometre of the sea, one or more of the following Portland cementations binders shall be used in all applications:

Blast furnace cement, Type III/A, certified as containing not less than 40% and not more than 50% milled granulated blast furnace slag (MGBS), or a blend of Type 1 Portland cement with not less than 40% and not more than 50% MGBS. MGBS shall comply with SANS 1491 Part 1.

Fly ash cement Type II/B-V or Portland fly ash cement Type II/B-W, certified as containing not less than 25% and not more than 30% fly ash shall comply with SANS 1491 Part 2.

f) Alkali Reactive Concrete

Alkali Reactive Aggregates shall not be used in this project. The equivalent Na₂O content of the concrete shall not exceed 2,0 kg/m³ where % Na₂O equivalent = % Na₂O + (0,658 x % K₂O).

g) Aggregates

Fine and coarse aggregate shall comply with the relevant clauses of SANS 1083.

Where aggregates have constituents, which, in the opinion of the *Supervisor*, may give rise to damage due to alkali-aggregate reactions, the provisions of PS: C2.3 shall be applicable.

Evidence of compliance of the aggregates with the requirements of PS: C3.1 & C3.2 shall be furnished as early as practical. If required by the *Project Manager*, the *Contractor* shall submit 40 kg samples for approval at least 6 weeks prior to the start of concrete construction. No aggregate shall be delivered for use in the works until approval is given.

h) Curing Period

The curing period for concrete containing only CEM 1 shall be 7 days.

The curing period for concrete containing CEM 1 plus cement extenders (MGBS, FA) shall be 10 days.

The curing period will start on completion of the concrete pour and for formed surfaces shall include the time for which forms are still in place after the pour.

SECTION 2

5 Management and start up

- a) 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.
- b) Depending on the size and complexities of the Works, it is probably beneficial for the Employer to hold a weekly risk register meeting (Clause 16.2). This could be used to discuss safety, environmental, compensation events, subcontracting, overall co-ordination, and other matters of a general nature. Separate meetings for specialist activities such as programming, engineering, and design management, may also be warranted.

5.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Weekly on (or at shorter intervals if required)	On site / Virtual	<i>Project Manager, Supervisor, Contractor</i> , and appropriate key persons
Overall contract progress and feedback	Every two weeks	On site / Virtual	<i>Employer, Project Manager, Supervisor, Contractor</i> , and appropriate key persons

TRANSNET PORT TERMINAL

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Technical Meetings	Every two weeks	On site / Virtual	<i>Project Manager, Supervisor, Contractor, and appropriate key persons</i>
Planning Meetings	Weekly	On site / Virtual	<i>Employer, Project Manager, Supervisor, Contractor, and appropriate key persons</i>

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

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

5.2 Documentation Control

- a) In undertaking the *works* all documentation requirements for the *works* shall be dealt with in accordance with document DOC-STD-0001 – Rev03 (*Contractor* Documentation Submittal Requirements). The control, maintenance and handling of these documents and drawings, using a suitable document control system, remain the sole responsibility of the *Contractor*.
- b) TPT's Project Document Controller will take the responsibility for the management of all technical and non-technical documentation throughout the life cycle of the Project. All documentation produced for and on behalf of the project will be registered with document control and its management thereof.
- c) This will include the registration, classification, managing, scanning, tracking, filing, storing, distribution and filing of all hardcopy and electronic documentation generated for and on behalf of the project.
- d) All documentation and data created for the Project shall be numbered and named according to the TPT Codification Procedure. Such numbering is only available from the Project's Document Control Group.
- e) All contract correspondence is issued through document control. All communication to submitted electronically and is to be addressed to the Project Manager and Transnet Port Terminals Doc Control mailbox at all times email: DBNDocControl@transnet.net
- f) Each supplier of documentation and data to the Project is responsible for ensuring that all documentation and data submitted conforms to the Project Standards and data Quality requirements in terms of numbering, uniqueness, quality, accuracy, format, completeness,

and currency of information. Data not meeting the Project Standards and data Quality requirements will be cause for rejection and returned to the *Contractor* for corrective action and re-submission.

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

The *Contractor* shall ensure adequate resources are available to manage and execute the Document Control function as per the requirements of the Project. (*The Contractor* shall ensure that a dedicated Document).

5.3 Safety risk management

5.3.1 Health and Safety Standard

- The *Contractor* must comply with the requirements of the Project Health and Safety Specification – PHSS-0001 and OHS Act No. 85 of 1993 and its applicable Regulations.

5.3.2 *Contractor's* General Requirements for Health and Safety

The *Contractor* is solely responsible for carrying out the work under the Contract having the highest regard for the health and safety of its employees, Transnet's employees and persons at or in the vicinity of the Site, the *works*, temporary work, materials, the property of third parties and any purpose relating to the *Contractor* carrying out its obligations under this Contract.

The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements. The *Contractor* must, at its own cost, erect and maintain safeguards for the protection of workers and the public. The *Contractor* must manage all reasonably foreseeable hazards created by performance of the work. The *Contractor* must:

- Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the Site.
- Avoid unnecessary interference with the passage of people and property at or near the Site.
- Prevent nuisance and excessive noises and unreasonable disturbances in performing the Services.
- Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by TPT, its *Contractors*, employees, agents and invitees, or any Government Body.

Costs for the above are borne by the *Contractor*.

The *Contractor* must comply and is responsible for ensuring that all of its Subcontractors comply with the relevant legislation(s) and statutory regulations for health and safety, the Transnet Health and Safety requirements included in the Contract and other document pertaining to health & safety contained in the Programme Health & Safety Management System and include standards, policies, procedures, guidelines and safe work instructions.

5.3.3 *Contractor's* Health and Safety Management

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

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

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

- m) Measuring and Monitoring plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. noise, dust, etc.) in order to determine the effectiveness of control measures;
- n) Incident Reporting and Investigation procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- o) Non-conformance and Action Management procedures concerning the management of corrective actions;
- p) Performance Assessment and Auditing procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- q) Details concerning the Management Review process followed to assess the effectiveness of health and safety management efforts.
- r) The *Contractor* shall comply with OH&S Act – Section 8, 9, 13 and 16 and the Construction Regulations 2014.
- s) The *Contractor* must nominate and appoint a responsible person on site to whom the *Project Manager* may refer in connection with the *works*. Persons are nominated for all shifts worked or whilst any activity relating to the Contract is being performed on site, and must have the authority to bind the *Contractor* with respect to the Contract. (OH&S Act - 16 Section (2)).
- t) The *Contractor* must ensure that the performance of all specified *works* is supervised throughout by a sufficient number of qualified and competent appointed representatives of the *Contractor*, who have experience in the type of work specified. (OH&S Act – Construction Reg. 8 (1) and 8 (2).)
- u) Note: No work may commence and or continue without *Supervisory Appointees* present on site. The *Contractor's Site Supervisor* must be equipped with a mobile telephone with message bank and/or pager or an equivalent communication device so that communication throughout the Contract can be maintained at all times.
- v) The *Contractor's Site Supervisor* must provide a list of names and contact telephone numbers of all *Contractors* and Subcontractor's contact persons on Site. This list is updated as a new *Contractor* or Subcontractor employee commences on Site.
- w) The *Contractor's Site Supervisor* must keep a record of all employees, including date of induction, relevant skills and licenses, and be able to produce this list at the request of the *Supervisor*.
- x) The *Contractor's Site Supervisor* must complete manning sheets describing the day's activities, labor numbers and classifications and issue these to the *Supervisor* prior to 9.00 am on a daily basis.
- y) The *Project Manager's Site Safety Representative* is notified of any new starter with evidence of induction and site specific induction prior to commencement of work.

5.3.4 *Contractor's Safety Officer*

The *Contractor* must appoint a full-time Health and Safety Officer for the duration of the contract who is registered with the SACPCMP (The South African Council for Project Construction Management Professions). If more than 100 employees are deployed on the project site(s) (directly or through sub-*Contractors*), at least two full-time Health and Safety Officers must be appointed, with an additional Health and Safety Officer appointed for every 100 additional employees thereafter.

The Health and Safety Officer must be on site when work commences at the start of the day and must remain on site until all activities for that day (including the activities of sub-*Contractors*) have been completed. A Health and Safety Officer must be present during all shifts, so if work is carried out over more than one shift per day, the *Contractor* must make provision for an additional Health and Safety Officer.

Each *Contractor* Health and Safety Officer shall be responsible for:

- a) Reviewing all applicable legal and project health and safety requirements and providing guidance to *Contractor* and Subcontractor personnel (particularly the *Contractor's Project Manager*) to help ensure compliance at all times;
- b) Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the *Contractor*;
- c) Participating in the Baseline Risk Assessment for the *Contractor's* scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- d) Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the *Contractor* and ensuring that identified control measures are implemented;
- e) Conducting *Contractor* health and safety induction training for all *Contractor* and Subcontractor personnel;
- f) Compiling and maintaining all health and safety related documents and records required of the *Contractor*;
- g) Communicating relevant health and safety information to *Contractor* and Subcontractor personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- h) Carrying out Safety Observations and Coaching (one per day);
- i) Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the *Contractor's* appointed *Supervisors*, and attending at least one DSTI each day;
- j) Attending monthly *Contractor* and Site Health and Safety Meetings;
- k) Assisting with the implementation of the *Contractor's* Health and Safety Management Plan and associated Safe Work Procedures;

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- l) Carrying out Planned Task Observations on an ad hoc basis;
- m) Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all *Contractor* and sub-*Contractor* activities;
- n) Responding to workplace incidents (as appropriate);
- o) Participating in incident investigations;
- p) Maintaining accurate health and safety statistics (for the *Contractor* and all Subcontractors), and compiling health and safety performance reports as required;
- q) Auditing the health and safety management system and workplace activities of the *Contractor* and each Subcontractor on a monthly basis to assess compliance with the project health and safety requirements; and
- r) Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).

The *Contractor* must ensure that they have made adequate provision of safety officers as per the *Works Information*. The *Contractor* must ensure that the Health and Safety Officer is adequately equipped to enable him to perform his duties effectively. Each Health and Safety Officer must be provided with the following:

- a) A computer with access to all necessary systems, including access to e-mail and the internet;
- b) A mobile telephone on contract or with adequate pre-paid airtime; and
- c) A vehicle where required or instructed by a nominated project management representative (depending on the size and location of the project site(s)).
- d) A Health and Safety Officer must be computer literate, fluent in English, and must have the following minimum qualifications, training, and experience:
- e) At least 5 years' experience as a Health and Safety Officer on construction, and mechanical projects;
- f) SAMTRAC or NEBOSH or Modern SHEQ Risk Management training course as a minimum qualification;
- g) Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard;
- h) Experience and appropriate training with regard to construction related hazard identification and risk management processes;
- i) Competence, experience and relevant training with regard to incident investigation procedures and causation analysis;
- j) Health and safety auditing experience and training;
- k) A valid First Aid certificate of competency;
- l) Fire prevention and protection training; and
- m) A valid Driving License (light motor vehicle).

- n) Registered as a Health and Safety Officer with SACPCMP.
- o) Before placing a SHE Officer on the project site(s), the *Contractor* must forward a copy of the person's CV to the nominated project management representative or to TPT Health and Safety Manager and TPT Project Environmental Resource for review and acceptance. A proposed candidate may be rejected should he not meet the experience and/or qualification requirements, or due to poor work performance on previous projects.

5.3.5 *Contractor's Safety Manual*

The *Contractor* must provide a hard copy of its safety manual, policies and procedures to the *Project Manager* for acceptance prior to the commencement of any site work. The *Contractor* must ensure that his personnel, at all times, strictly observe and comply with the procedures set out therein. The *Project Manager* or the *Project Manager's* nominated Representative may from time-to-time request safety procedures applicable to the area of operations. The *Contractor* must forward to the *Project Manager* any updates or revisions to its safety manuals, policies or procedures as soon as practicable following revision or update.

The *Project Manager* may require the *Contractor* from time to time to supplement its safety manual, policies and procedures with guidelines and/or operating standards provided to the *Contractor* by the *Project Manager*. The *Contractor* must comply with such requests where the request is consistent with the requirements of the Contract. The *Contractor* must give prompt written notice to the *Project Manager* of any objection to the requested supplement, including the reasons for objection. The *Project Manager's* rights under this Clause are not intended, and must not be construed, to relieve the *Contractor* from any obligations to ensure compliance with all provisions of this Contract.

5.3.6 Performance Measurement and Reporting

a) Health and Safety Statistics

The *Contractor* and each of its Subcontractors must complete and submit Health and Safety statistics to the *Project Manager* or the *Project Manager's* nominated representative, or as amended by the *Project Manager*, before mid-day on the Friday of each week. The *Contractor* must submit monthly Health & Safety Statistics before mid-day on the last day of each month to the *Project Manager's* nominated representative.

b) Safety Management Records

The *Contractor* must submit to the *Project Manager* for acceptance a schedule of the specific Health and Safety records it intends to maintain for the Contract. As a minimum, such records are as specified by applicable legislation. Copies are provided

to the *Project Manager* or the *Project Manager's* nominated Representative if requested.

c) Field Technical/Safety Audit by the *Project Manager*

The *Project Manager* or the *Project Manager's* nominated Representative has the right to conduct audits/inspections of the Consultant, Professional Service Provider (PSP) and *Contractor* Safety Management Plan implementation, operations, equipment, emergency procedures, etc., at any time, and the *Contractor* must fully cooperate with the *Project Manager* or the *Project Manager's* nominated Representative during such audits/inspections. The *Project Manager's* rights under this clause does not, must not and will not relieve the Consultant, Professional Service Provider (PSP) and *Contractor* of its own obligations to conduct audits and reviews of its own Health and Safety performance.

Where such audits/inspections reveal deficiencies in the *Contractor* procedures, drills, training or equipment, or non-conformities with the *Contractor* accepted project Safety Management Plan, of a minor nature (Risk Rating of 6 or less), the *Contractor* must investigate the cause of the nonconformity and initiate corrective and preventive action to rectify such deficiencies and non-conformities and prevent recurrence as soon as practicable.

Where such audits/inspections reveal deficiencies of a major nature (Risk rating of 7 or greater), the *Contractor* must stop work on the operation/activity concerned, immediately investigate the cause of the non-conformity, and initiate corrective actions to rectify such deficiencies and non-conformities and to prevent recurrence. These corrective action plan(s) is submitted to the *Project Manager* for review and comment within 24 hours of the audit finding.

Where such deficiencies include an unsafe practice or a breach of the statutory or the Contract's requirements, the *Project Manager* or the *Project Manager's* nominated Representative may in accordance with the General Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified. The *Project Manager* or the *Project Manager's* nominated Representative will establish a schedule of regular field safety audits which will be based on an audit tool aligned to the *Contractor* Safety Management Plan and site operations and activities. The *Contractor* audit conformance will be assessed as a percentage and where conformance is better than 90% it will be considered satisfactory and the *Contractor* must develop and implement an action plan within 4 weeks, to be reviewed at the next regular audit. Where the *Contractor* level of conformance is between 80 – 90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow up audit will be carried out. Where the *Contractor* conformance is less than 80% the *Contractor* must stop work until an investigation of the cause/s

has been completed and corrective actions have been developed and implemented by the *Contractor*.

The *Contractor* must provide to the *Project Manager* or the *Project Manager's* nominated Representative, at a time to be agreed, but not to exceed monthly intervals, a regular status report on all outstanding corrective actions until they are successfully closed out.

d) Unsafe Act/Condition Auditing

The *Contractor* must implement a system to recognize, correct, and report unsafe acts/conditions (Unsafe Act/Condition Auditing) associated with all Site activities.

All such observations must be recorded and delivered to the TPT Health and Safety Manager.

e) Involvement, Communication and Motivation

The *Contractor* and Subcontractor's workforce must, through their supervision, safety notice boards, toolbox meetings and daily pre-start meetings be kept aware of safety related matters.

f) Safety Meetings

The *Contractor* must implement and comply with OH&S Act, Section 19

The *Contractor* must conduct weekly safety meetings with his employees to foster safety awareness. Copies of minutes and action items arising from such Toolbox meetings is submitted or otherwise made available for review by the *Project Manager* or the *Project Manager's* nominated Representative.

Such meetings should at least address:

- Accident / safety incidents
- Hazardous conditions
- Hazardous materials / substances
- Work procedures
- Protective clothing / equipment
- Housekeeping
- General safety topics
- Job or work look-ahead issues
- Safety statistics
- Significant Safety Occurrences (SSO)

The *Contractor* must conduct at least one formal safety meeting per month and must maintain appropriate records of attendance and meeting content. Such records are made available to the *Project Manager's* Representative. In addition to Daily Safe

Task Instructions, the *Contractor* must conduct at least weekly "toolbox" meetings to discuss safety issues and procedures.

g) Pre-Start Safety Briefings

The *Contractor* must hold documented Daily Safe Task Instructions with each work team before the start of each shift. Attendance records and brief topic notes is kept for auditing and record purposes. Safety Review Meetings

- The *Contractor* Site Manager and a Site Safety Representative must take part in weekly safety review meetings between the *Contractor* and the *Project Manager* or the *Project Manager's* nominated Representative.
- The *Contractor* must attend all project safety meetings as outlined in the Project Safety Management Plan.

h) Site Safety Review Committee

The *Contractor* complies with the requirements of the SSRC with respect to his own activities and others on the Site and Working Areas.

i) HAZOP Review

The *Contractor* participates in HAZOP reviews upon the instruction and direction of the *Project Manager*.

The reviews may include, but not be limited to, studies to ensure that the Plant is built and operated as designed and that personal safety, employee health and environmental protection systems conform to the *Employer's* and legislative requirements.

j) Job Safety Analysis

The *Contractor* completes a JSA prior to carrying out any operation on the Site and/or Working Area to the approval of the *Project Manager*.

k) Lines of Communication

The following personnel act on behalf of the *Project Manager* and may communicate directly with the *Contractor* and his key persons with respect to the SMP:

- Construction Manager (CM)
- Project Site Safety Manager (PSSM)

5.3.7 Roles and responsibilities

The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to the SMP and health and safety issues are as stated in the paragraphs following:

5.3.7.1 Construction Manager

- a) The CM is responsible (in the context of the SMP only) for health and safety on the Site and Working Areas and reports to the *Project Manager*.
- b) The CM specific tasks (in the context of the SMP) are:
- c) Implement the safety management system
- d) Monitor compliance to the established safety management system
- e) Ensure risk is at an acceptable level
- f) Ensure Consultant Construction Management Team are competent
- g) Provide for:
- h) Planning, organisation, leadership and control
- i) Particular technical competencies for critical work
- j) Supervision and control on each shift
- k) Regular monitoring and assessment
- l) Workplace inspections

5.3.7.2 Project Site Safety Manager:

- m) The PSSM is responsible for ensuring that the *Contractor* complies with the SMP. The PSSM acts on behalf of the *Project Manager*.
- n) The PSSM specific tasks (in the context of the SMP) are:
- o) Define, in accordance with the HSSP, the:
- p) Safety program (instructions, training, meetings, inspections, incentive)
- q) Health and medical program
- r) Checks that *Contractors* have issued their Health and Safety plans, PPSPS and procedures before the beginning of work
- s) Organizes safety awareness campaigns
- t) Promotes communication on all health and safety matters (awards, incentives, meeting/inspections/audits reports)
- u) Checks conformance of equipment to technical requirements and regulations.
- v) Issues and address the site EHS activities reports
- w) Promotes everybody's best efforts to keep accident frequency and severity ratios at their lowest level
- x) Promotes a proper and continuous housekeeping of Plant and temporary facilities in order to create the most suitable conditions for workers to work and to be encouraged to follow HSE requirements
- y) Conducts *Worksite* EHS walks with all *Contractors*, and directs appropriate corrective actions

- z) Monitors that all factors likely to improve health and safety are taken into consideration, particularly those which lead to:
 - aa) Promoting personnel protection as an absolute requisite
 - bb) Investigating, identifying and neutralizing potential hazards
 - cc) Close coordination with all parties involved in construction in order to avoid overcrowded areas and dangerous operations
 - dd) Thorough preparation of work critical phases
 - ee) Close contacts to local EHS authorities
 - ff) Continuous follow-up in order to correct immediately unsafe acts and situations
 - gg) In case of accident, he takes actions necessary to:
 - hh) Initiate quick interventions of the emergency means.
 - ii) Check that first aid and evacuation of injured persons are properly carried out.
 - jj) Obtain a clear accident report from the sub-*Contractor* concerned.
 - kk) Report immediately to the Construction Manager.
 - ll) Investigate to identify the root causes of all incidents and near misses.

5.3.8 Commissioning Safety Study

The *Project Manager*, through his Construction Management Team, will facilitate and coordinate a formal Commissioning Safety Study and ensure that required procedures are prepared prior to the commencement of the commissioning phase.

The Commissioning Safety Study will provide a final checkpoint for the completed work and is part of the process for ensuring that all necessary actions have been completed.

The elements to be considered include:

- a) Electrical integrity systems are in place (e.g. equipment tests and inspections of critical equipment, quality control procedures, etc.) which will confirm that construction, equipment and materials are in accordance with design specifications
- b) Formal hazard analyses for pre-commissioning and commissioning activities have been completed, appropriately documented, and communicated, and are available to all personnel.
- c) Punch-list work has been sufficiently completed so that installations are safe to apply hazardous energy.
- d) Documentation relevant to any modifications has been created/updated.
- e) Safe operating, maintenance and emergency procedures are in place.
- f) Operating and maintenance manuals are available and training of commissioning employees has been completed.
- g) As Built drawings are available.
- h) A Commissioning Permit (to apply hazardous energy) is developed and implemented.

The *Project Manager* will ensure that after commissioning there is a formal documented hand over to operations and maintenance personnel and others who will be impacted by hazards that have been identified during project activities. This will involve communication of any changes to the process hazards, procedures, and operating philosophy. Safe systems of work will be established and updated throughout the Project. Safe systems of work will be subject to on-going review to ensure their effectiveness. Site-wide Permits to Work will be used as the basis of safe systems of work for specified hazardous activities.

5.3.9 Housekeeping

Accidents can occur as a result of poor housekeeping. Hazards at construction site are the same for both day and night shift while the risks of injury are much higher during night *Works* because of the inherent poor illumination. It is essential that the workplace is kept clean and tidy to ensure safety and prevent accidents.

5.3.10 Document Control

All safety documents shall comply with the Project Document Control Procedures.

5.3.11 Medicals

Pre-employment medicals, including chest X-ray examinations, specific for the Contract will be required for all employees working on the Site regardless of duration spent on Site. Exit medicals, including chest X-ray examinations will be required at the end of the Contract. These medical examinations must be carried out by a registered Occupational Health Practitioner.

The *Contractor* must ensure that budget provision for SHE requirements are in place.

5.4 Environmental Constraints and Management

5.4.1 All work is to be conducted in accordance with the principles of the National Environmental Management Act, 1998 (Act no 107 of 1998) but not limited to other applicable regulations as well acceptable environmental good practices. In addition, the *Contractor* is expected to comply with all applicable eThekweni Municipal bylaws.

5.4.2 The following documents, included in Annexure of the Works Information, provide the minimum acceptable standards that shall be adhered to:

- a) Standard Operating Procedure for Construction Environmental Management (SOP: CEM)
- b) Contractor Environmental and Sustainable Specifications Guideline (CESSG)
- c) Transnet Integrated Management Policy Commitment Statement (TIMS)
- d) Project Environmental Specifications (PES) as contained in:
 - Project Environmental Specification (PES) includes eThekweni bylaws such as:

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- *Schedule Trades and Occupations Bylaws*
- *Interim Code* relating to fire prevention and flammable liquids and substances

The above requirements shall be applicable to the main *Contractor* and its service providers. The *Contractor* must comply with all the requirements of the SOP: CEM, CESSG and the PES as mentioned above. The *Contractor* must pay special attention to all PES conditions. These conditions must strictly be adhered to and shall be monitored.

The *Contractor* must sign the Declaration of Understanding as a commitment (Commitment to conform to the SOP: CEM) abide with TPT's Environmental Control Framework and Project Environmental Specifications. Sufficient environmental budget must be allocated to meet all the project environmental requirements for the duration of the contract.

The *Contractor* shall perform the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SOP: CEM, PES and CESSG.

The SOP: CEM defines how environmental management will be practiced on construction projects under Transnet's management and to ensure that that the environment is considered that negative impacts are avoided, or minimised and positive impacts are enhanced. The SOP: CEM further describes the main roles and responsibilities of the project team with respect to Environmental Management.

The CESSG describes the minimal requirements for environmental management to which the contractors must comply.

- 5.4.3 The *Contractor* must appoint a Safety, Health & Environmental Officer (SHEO) to monitor and manage compliance to Environmental Specification and all applicable environmental legislation. The SHEO must as a minimum have at least 5 years work experience in environmental management within the civil/structural and/or construction projects.
- 5.4.4 The *Contractor* will be required to submit a SHE file to TPT post award of tender. Requirements of the *Employer* will be made known on award of the contract. Site access certificate shall not be granted until the environmental file has been approved by the *Employer*.
- 5.4.5 The overarching obligations of the *Contractor* under the CESSG before construction activities commence on the Site and/or Working Areas is to provide environmental method statements (as contained under section 5.10 of the CESSG) for all construction operations at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:
- 5.4.6 The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of their activities and accordingly prepare separate method statements describing how

each of these impacts will be prevented or managed so that the standards set out in the CESSG document are achieved. The method statements will be prepared in accordance with the requirements set out in the SOP: CEM. These method statements shall form part of the environmental file.

- 5.4.7 The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Environmental Induction Programme prior to commencing any *work* on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Environmental Induction Programme and are made aware of the environmental specifications on Site.
- 5.4.8 Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.
- 5.4.9 During the construction period, the *Contractor* complies with the following:
- a) A copy of the SOP: CEM and CESSG shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as suppliers are familiar with and understand the specifications.
 - b) Method statements need to be compiled by the *Contractor* throughout the Construction and Commissioning phase of the project. These Method Statements must be approved by the *Supervisor* and TPT *SHEQ Manager* or *Project Environmental Resource*. Approval must at least be two weeks prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the TPT Environmental Manager or Project Environmental Resource.
 - c) Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.
 - d) The *Contractor* shall be responsible for rehabilitating and or re-vegetating all areas to the satisfaction of the TPT Environmental Manager or Project Environmental Resource as detailed in the CESSG. Sufficient environmental budget must be allocated to achieve this.
- 5.4.10 The *Contractor* must ensure that its Subcontractors comply with the Environmental Specification. The *Contractor* shall retain proof of having conducted adequate training / awareness with the sub-contractor, in terms of these requirements.

5.5 Quality Assurance Requirements

- 5.5.1 The *Contractor* shall have, maintain, and demonstrate its use to the *Project Manager* (and/or the *Supervisor* to satisfy the requirements of *The Works* Information as

appropriate) the documented Quality Management System to be used in the performance of *The Works*.

- 5.5.2 The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*) and as a minimum to the requirements of specification **EAM-Q-009**, General Quality requirements for Suppliers and contractors as contained in the Annexure to this *Works Information*.
- 5.5.3 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Typical Project Quality Plan (PQP) for the contract;
 - Valid ISO 9001 Certificate
 - Index/List of Procedures/Method statement to be used
 - Qualification and experience of Quality personnel
 - Project specific Quality Control Plan
 - Typical Quality Data Book Index
- 5.5.4 The *Contractor's* PQP includes or references to the quality plans of his Subcontractors and Suppliers.
- 5.5.5 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.
- 5.5.6 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 5.5.7 The Project Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the Works Information. Site Access will not be granted unless the PQP has been accepted by *The Employer*.
- 5.5.8 The Quality Control plans shall identify all inspection, test and verification requirements to meet Contractual obligations, specifications, drawings and related details including destructive, non-destructive testing, witness and hold points. The *Contractor* shall not commence fabrication or manufacture prior to review and acceptance of the applicable QCP's by *The Employer*.
- 5.5.9 The Index of Procedures means the *Contractor's* system for management of:
- Documentation Control
 - Design Control
 - Procurement

5.5.10 The Inspection and testing mean:

- a) Quality Control Plans
- b) Inspection Points
- c) Schedule of Inspections
- d) Field Inspection Checklists
- e) Inspection Notification
- f) Inspection release
- g) Inspection and testing
- h) Special processes
- i) Welding Procedures
- j) Material traceability and certification

5.6 Programming constraints

5.6.1 The *Contractor's* construction WBS as a minimum shall include but not be limited to the following WBS Elements:

- a) Procurement and delivery of all long lead items necessary to Provide the *works* in line with the stipulations of the *Employer's* Works Information. Long lead items include but are not limited to; Plant, equipment, materials and any other resources, as required to provide both temporary and permanent *works*.
- b) *Contractor's* design as well as associated procedure for *Contractor's* design submission and acceptance of any portion of the *works* and/or approval of Plant as stipulated under Sections 1 Clause 2 of the Works Information in accordance with the stipulations for submission, acceptance and approval as stipulated under the relevant section(s) of the *Employer's* Works Information; including any other additional design requirements, interfacing and or alterations in existing design which may stem from the aforementioned.
- c) Manufacturing and or Fabrication both on and off-site which may include but is not limited to; Plant, equipment, materials and any other resources, as required to provide both temporary and permanent *works*.
- d) Preparation and Approvals of Health & Safety, Environmental and Quality Documentation.
- e) Approval of any applicable permits, permissions and licenses, including inductions.

5.6.2 The *Contractor's* construction programme shall correspond with the *Contractor's* Method Statements, Quality Control Plans and Risk Assessments, as drafted in line with the *Employer's* stipulations.

5.6.3 The *Contractor* uses the latest version of MSP for his programme submissions, or similar approved software with the prior written consent of the *Project Manager*. In the event that the *Contractor* will be using earlier or later versions of the software, the onus is on the

Contractor to ensure that a conversion is done in order for the file to be compatible with MSP.

- 5.6.4 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the [SOP: CEM, PES and CESSG] as described under the relevant sections of the Works Information, together with the associated environmental method statements.
- 5.6.5 The *Employer* (including the agents of the *Employer*) operates on *Site* during dates or timings when the *Contractor* has completed certain elements of the *works* and/or during the contract period as stipulated in this Works Information.
- 5.6.6 Others operate on *working area* during dates or timings when the *Contractor* has completed certain elements of the *works* as stipulated in this Works Information
- 5.6.7 The *Contractor's* first programme submitted for acceptance shall be agreed during the pre-contract negotiation period, and no later than the period stipulated under Contract Data Part One (2 weeks after the Contract Date).
- 5.6.8 The *Contractor* complies with the *Employer's* high-level programme when he submits his first programme for acceptance.
- 5.6.9 The *Contractor* presents his first programme for acceptance and all subsequently revised programmes (see ECC Clauses 31.2 and 32.1) in hard copy and soft copy format.
- 5.6.10 The *Contractor* shows on his programme submitted for acceptance and all subsequently revised programmes, the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.
- 5.6.11 The *Contractor's* programme shows duration of operations in working days as per the stipulated definition of the workdays and hours in the *Employer's Works Information*.
- 5.6.12 Each programme submitted by the *Contractor* to the *Project Manager*, is fully Cost and Resource Loaded (People, Equipment, Plant, Materials & Other Resources) with the exception of the *Contractor's* tender programme submission.
- 5.6.13 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements as listed in the NEC 3, ECC, Clause 31.2.
- 5.6.14 The *Contractor* attends, participates in and makes a meaningful contribution to, planning initiation & set-up meetings held during the pre-contract negotiation period and no later than the period stipulated under *Contract Data Part One* (2 weeks after the Contract Date); to agree and set-up including but not limited to - the first schedule for acceptance; monitoring, control and reporting requirements; proposed templates and planning/scheduling procedures to be complied with for the duration of the project.
- 5.6.15 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*, including a spread

sheet identifying instances of resource over-allocation and/or conflicts, accompanied by proposed resolutions.

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

- a) 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.
- b) Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
- c) Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. Individual operations will be assigned a code. The *Employer* notifies any subsequent layouts and corresponding filters on revised programmes.
- d) Level 4 Project Schedule –detailed discipline/speciality level schedule decomposed to the appropriate levels of detail in order to accurately substantiate activity scope and activity duration estimates; developed and maintained by the *Contractor* relating to all operations identified on the programme representing the daily activities by each discipline, with activities and operations adequately decomposed in order to accurately represent the effort required to execute said activity/operation and support accurate duration estimates.
- e) A narrative status report, which includes but is not limited to status and performance of operations on the *Site* and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify.
- f) Basis of Programme/Schedule document detailing but not limited to the following minimum requirements:
 - Basis of latest accepted programme, including an overview of assumptions, constraints, specific and quantified resource allocations, productivity assumptions and basis of calculation, identification and justification of general scheduling provisions such as calendars and working times, lags, date constraints, activity durations longer than one reporting period, etc.
 - Description of network logic and sequencing.
 - Description of general construction approach.
 - Description of approach to allocation, use and management of all resources dedicated to the project.
 - Description of and trend analysis of critical risks as identified through schedule risk analysis and included in schedule contingency and or Time Risk Allowance provisions.

- Discussion regarding the basis, method of calculation and validity of the critical path and near critical paths, (interrogate longest path and total float as contained in the programme).
- Reporting on change management, i.e. identify and record any deviations/changes that have taken place within the previous reporting cycle, and their resultant impact on the remaining *works* and as identified and highlighted in the current revision of the programme for acceptance.
- Identification critical activities, as well as top 10 near critical activities and undertake trends analysis on such activities with the aim to identify any deviations from planned performance.
- Identification of any recovery and or mitigation action required in order to neutralise any deviations.

5.7 Reporting and Monitoring

- 5.7.1 The *Contractor* attends meetings as included but not limited to Section 2 Clause 5 of the *Employer's Works Information*.
- 5.7.2 The *Contractor* attends weekly planning meetings. Meeting agenda to include progress reporting as detailed under Section 2 Clause 5.10 of the *Employer's Works Information*, recovery/optimisation, contractual matters in line with NEC ECC core clauses 31, 32 and main option clause, Option B.
- 5.7.3 The *Contractor* submits programme narrative report to the *Project Manager* at fortnightly intervals in addition to the intervals for submission of revised programmes stated under *Contract Data Part One*. The *Contractor* also submits monthly programme narrative report to *Project Manager*.
- 5.7.4 The *Contractor* completes an assessment of all activities in progress and to completion to determine physical percentage complete, forecasted completion dates, deviations from the Accepted Programme and proposes remedial action to rectify deviations.
- 5.7.5 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*.
- 5.7.6 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, man-power histograms, Plant and equipment histograms, and critical action items (top 10). Report shall indicate "progress this period" and "progress to date".
- 5.7.7 The *Contractor's* **fortnightly** project progress report (narrative report) includes but is not limited to:

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- a) 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.
- b) Progress Spreadsheet detailing actual progress achieved (target/planned quantity versus actual quantity) on current (critical) activities for the previous week, planned progress for the current week, deviations and proposed recovery for each activity in question. A 1-week Look Ahead Spreadsheet in line with the aforementioned stipulations to be included. Priority to be given to identification of critical activities, progress and any deviations from planned performance in this regard.
- c) 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.
- d) Dependencies/Deliverables matrix detailing interim approvals and/or any other inputs/requirements from *Employer/Supervisor/Project Manager/Others* or any other project *Stakeholder* in line with the activities identified in the 3-week Look Ahead Schedule.
- e) Interfacing Matrix, detailing timeous identification of any requirements for providing the *works* and/or *works* to be executed by *Others* and any other *Stakeholders* party to this contract in line with the stipulations of the *Works Information*.
- f) Manpower Histogram – reflecting actual, forecasted and planned activities.
- g) Plant and Equipment Histogram – reflecting actual, forecast and planned activities.
- h) Identification critical activities, progress and any deviations from planned performance.
- i) Adherence and actual performance achieved with regards to Environmental, Health & Safety and Quality Management.
- j) The *Contractor* shall submit to the *Project Manager*, a bi-weekly report on progress of any off-site manufacturing activities undertaken during the previous half-month.
- k) Based on the Accepted Programme/ latest programme submitted for acceptance the *Contractor* submits a cash flow forecast report that details the anticipated monthly cash flow, represented by the expected assessment of the amounts due, to the *Project Manager*. The cash flow forecast is to be extrapolated from the latest Accepted Programme through the mechanism of the cost loaded schedule or other similar methodologies with the prior approval of the *Project Manager*.

5.7.8 The *Contractor's* **monthly** project progress report includes but is not limited to:

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

- b) 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 Working Areas.
 - Cash flow forecast report.
 - Digital photographic record of the progress of the *works*.
 - Manpower histograms, including a control spread sheet detailing specific over allocation and/or conflicts in allocation of resources.
 - *Contractor's* Plant and equipment histograms, including a control spread sheet detailing specific over-allocation and/or conflicts in allocation of resources.
 - S-curves of overall progress.
 - Critical action items list (top 10).

5.8 Contractor's management, supervision, and key people

- 5.8.1 The *Contractor* shall make an adequate, experienced, and stable project team available for the duration of the contract. Every effort must be exercised by the *Contractor* to minimise the replacement of project team members in order to ensure optimum contract management continuity and efficiency.
- 5.8.2 No sharing of key personnel roles will be permitted in this project.
- 5.8.3 The *Contractor* employs full time, fully qualified and experienced key persons who have been delegated sufficient authority to manage the contract efficiently on-site during completion of the *works* including and not limited to:

a) Project Manager

- The Project Manager must have a national diploma qualification in Built Environment, national diploma in Project Management and at least 5 years post qualification experience managing construction projects.
- The Project Manager should further provide evidence in working with the NEC suit of contracts and must have experience working in similar projects.

b) Site Supervisor (building and civil infrastructure)

- The Site Supervisor must have a minimum of NTC 3/Grade 12 with at least 5 years of experience in building services and civil /building construction.

c) Safety Health and Environmental Officer (SHEO)

- SHE Officer must have a minimum and completed SAMTRAC/NEBOSH or MSRM (Modern SHEQ Risk Management Qualification course) in safety management, registered with SACPCMP as CHSO (Construction Health and Safety Officer) and a minimum of 5 years' experience as a SHE Officer within the civil/ structural and/ or construction projects. Proof of environmental training must be attached to the C.V. and experience in environmental management to be included in the C.V.

d) Construction Manager/Site Agent

- The Construction Manager must have a minimum qualification of a Diploma in Civil Engineering and at least 5 years of experience in building construction projects. The Construction Manager must have experience working with the NEC suit of contracts and must have experience working in similar projects. (Fencing, demolitions, and civil works).

e) Civil / Structural Engineer

- The Civil / Structural and design Engineers must be professionally registered (Pr. Tech. Eng. or Pr. Eng.), for final sign off and provision of relevant compliance certifications (Attach ECSA registration certificate).
- The Civil / Structural and design Engineers must have a minimum of 2 years' experience in design post registration (Attach CV and qualifications).

f) Planner

- The planner should at least have an Engineering Diploma and a minimum of 5 years' experience working in building and civil projects as planner.

5.8.4 The *Contractor* employs personnel listed above but not limited to those mentioned in order to perform the functions of key persons under NEC3 ECC Clause 24.1. These appointments shall have the necessary experience and be suitably qualified.

5.8.5 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 2.5 of C3.1 *Employer's Works Information*.

5.9 Contract change management

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

5.10 Records of Defined Cost, payments & assessments of compensation events kept by Contractor

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

6 List of Annexures

- 6.1.1 All the annexures listed hereunder shall be deemed to form part of The Works Information.

Description / Discipline
Annexure - Project Health and Safety Specification
Annexure - CAD Standards
Annexure - Contractor Environmental and Sustainable Specifications (TRN-IMS-GRP-GDL-014.4)
Annexure - Standard Operating Procedure for Construction Environmental Management
Annexure - DOC-STD-0001 Rev.03 Contractor Documentation Submittal Requirements
Annexure - TPT Structural Steelwork EEAM-Q-006
Annexure - TPT Corrosion Protection EAM-Q-008
Annexure - TPT Quality Management EAM-Q-009
Annexure - TIMS Policy Commitment Statement
Annexure - CAD PALISADE_FENCE_AMEND 9
Annexure - CAD PALISADE SLIDING GATE DETAILS
Annexure - CAD PALISADE SWING GATE DETAILS
Annexure - General Spec High Security Fence

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PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

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

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

1. Description of the Site and its surroundings

1.1. General description – Durban Point Terminal

Port of Durban Bulk, Break Bulk and Car Terminal (BBC Terminal) is made up of Point Terminal, Agri-Port Terminal, and Maydon Wharf Terminal. The Terminal's core business is to import and export a large range of cargoes including cars, containerised and general cargo.

TPT has various cargo handling equipment such as haulers, trailers, reach stackers and mobile harbour cranes, forklifts to facilitate the movement of the cargo to and from the Quayside and transfer it to sheds, warehouses, railway wagons, trucks, etc. The said equipment uses diesel to operate, however most of it does not have license to operate in the public road. TPT has fuel tank facilities across all the terminals to service their equipment.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

Point Terminal has Multi-Purpose Terminal and Car Terminal, it is surrounded by workshops, stacking areas, and moving machinery. The vicinity of work area and site offices has a traffic flow of the cargo handling equipment, trucks as well as the employees'. During the construction/ installation, the contractor must always maintain a safe access to port users.

Note: TPT will clear the site for the contractor to be able to establish site offices.

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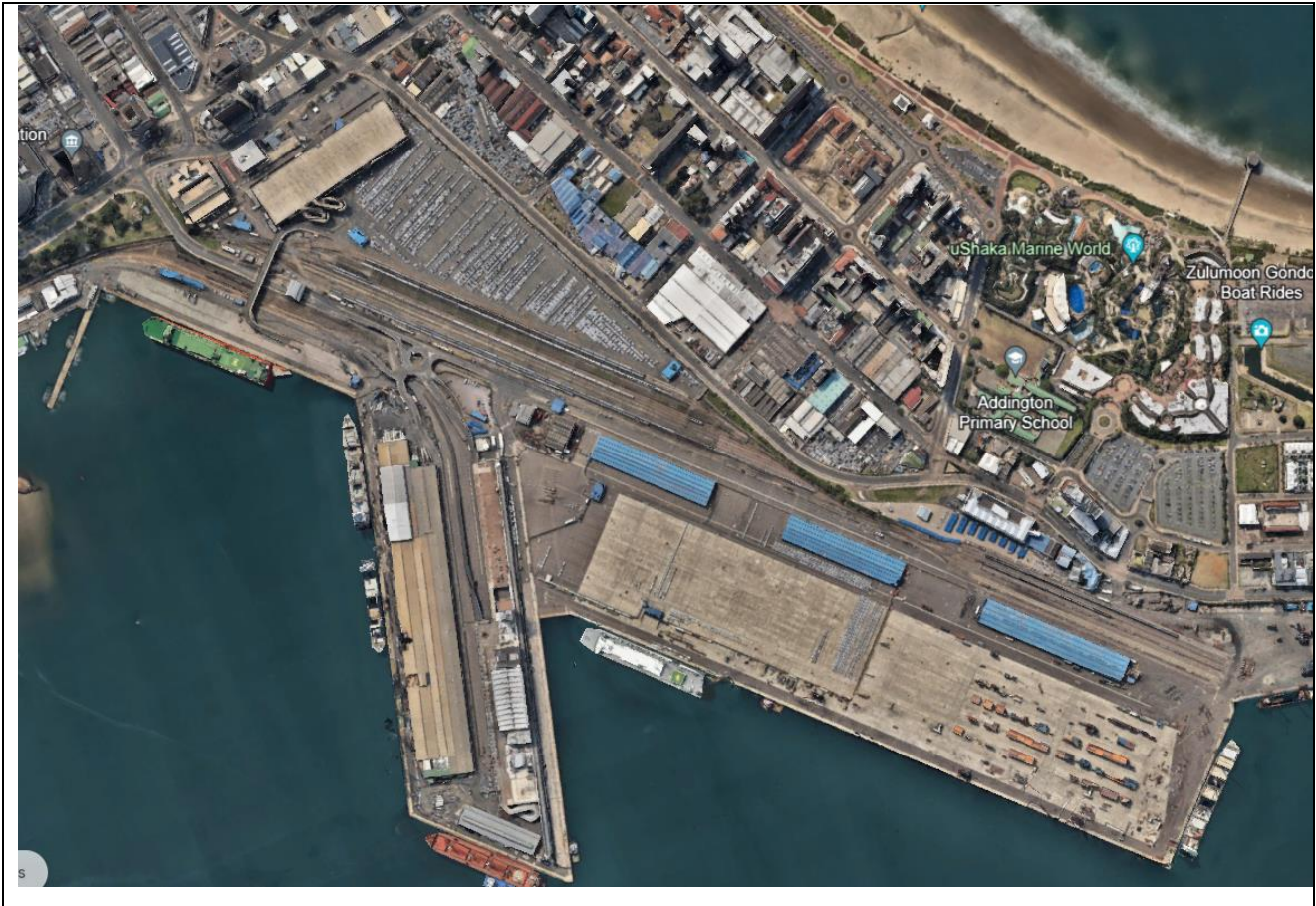


Figure 1: Source: Google Earth – Arial view for Point Terminal

1.3. Subsoil information

If required, the contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

If required, the contractor will need to perform necessary tests as indicated in the works information.

1.5. Other reports and publicly available information

Contractor will be responsible for traffic management to all sites and Client's access to and from the surrounding area shall always be maintained in safe manner. It is envisaged that the construction site will be available to the contractor through the duration of the works.

1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated at Point terminal.

Transnet Port Terminals

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1. Description of the Site and its surroundings

1.1. General description – Maydon Wharf and Agri-Port Terminal (Durban)

Maydon Wharf and AGRI terminal form part of Bulk, Break Bulk and Car (BBC) Terminal in Durban. Transnet Port Terminals' (TPT) Maydon Wharf and AGRI terminal are situated in the Maydon Wharf precinct in the Port of Durban. The terminal footprint is aligned to six (6) berths, namely, MW7 to MW12 with storage facilities and sheds with additional common user berths MW1 to MW14. The Agriport Terminal imports and exports agricultural products such as wheat, maize, soya beans, soya bean meal and woodchips while Maydon Wharf Terminal operates as import and export facility for neo-bulk cargo i.e., Manganese Ore, Ferro Chrome, Chrome Ore, Anthracite Ore, etc.

The Terminals are physically enclosed with a fence along the perimeters for security purposes, safeguarding of commodities, life, properties, TPT assets, and provision of a physical barrier to prevent stowaway instances.

Access is available through the main TNPA and TPT Security check points. At all times the Contractor will familiarise and adhere to ALL Employers (TPT) rules and regulations regarding security / access control. The Contractor shall however be responsible for his / her own security and the Employer (TPT) will not be held liable / responsible for any stolen / lost property, tools, and equipment by the Contractor.

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

Maydon Wharf and Agri-port, is surrounded by workshops, stacking areas, and moving machinery. These two terminals are generally dusty due to the cargo that is stored in the terminal. The vicinity of work area and site offices has a traffic flow of the cargo handling equipment, trucks as well as the employees'. During the construction/ installation, the contractor must always maintain a safe access to port users.



Transnet Port Terminals

Tender Number: ICLM HQ 641/TPT

Description of the Works: REMOVAL, DESIGN, SUPPLY, DELIVERY, INSTALLATION AND COMMISSIONING OF BBC PERIMETER FENCE FOR TRANSNET SOC LTD (REG.NO1990/000900/30) OPERATING AS TRANSNET PORT TERMINALS (HEREINAFTER REFERRED TO AS "TPT") AT THE PORT OF DURBAN POINT CAR TERMINAL (MPT), AGRI-PORT TERMINAL AND MAYDON WHARF TERMINAL.

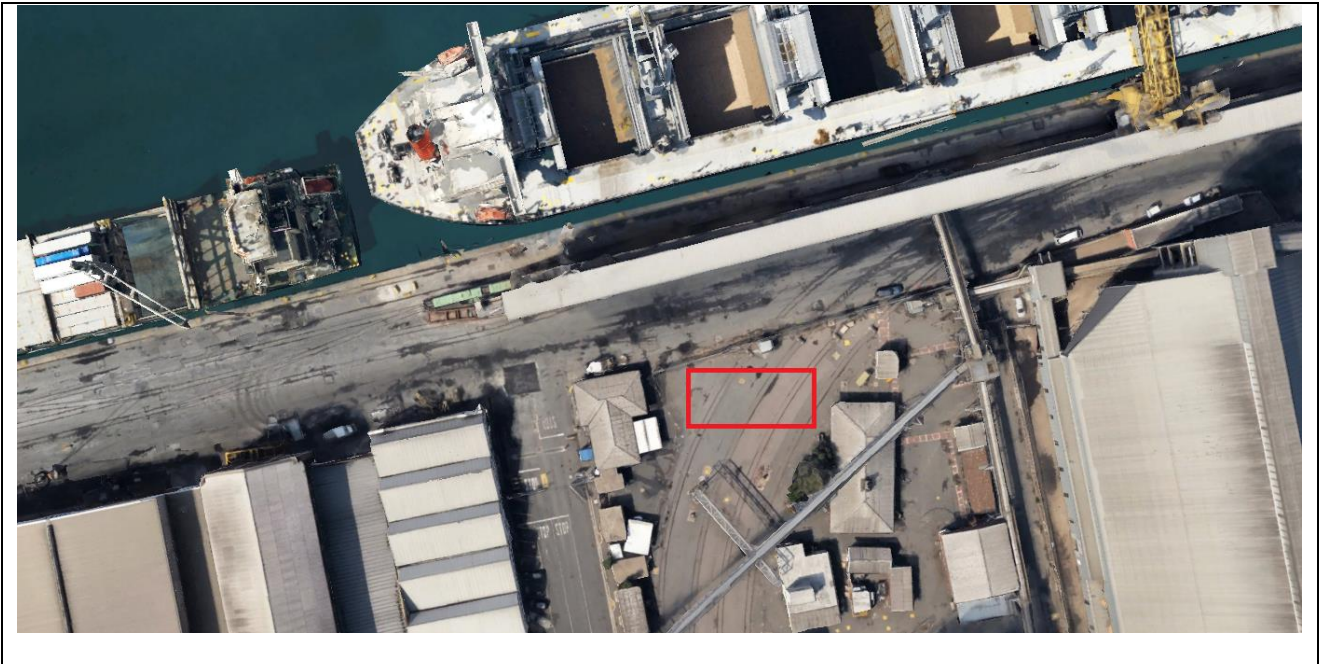


Figure 1: Source: Google Earth – (1) Proposed site for Site Offices

Note: TPT will clear the site for the contractor to be able to establish site offices.

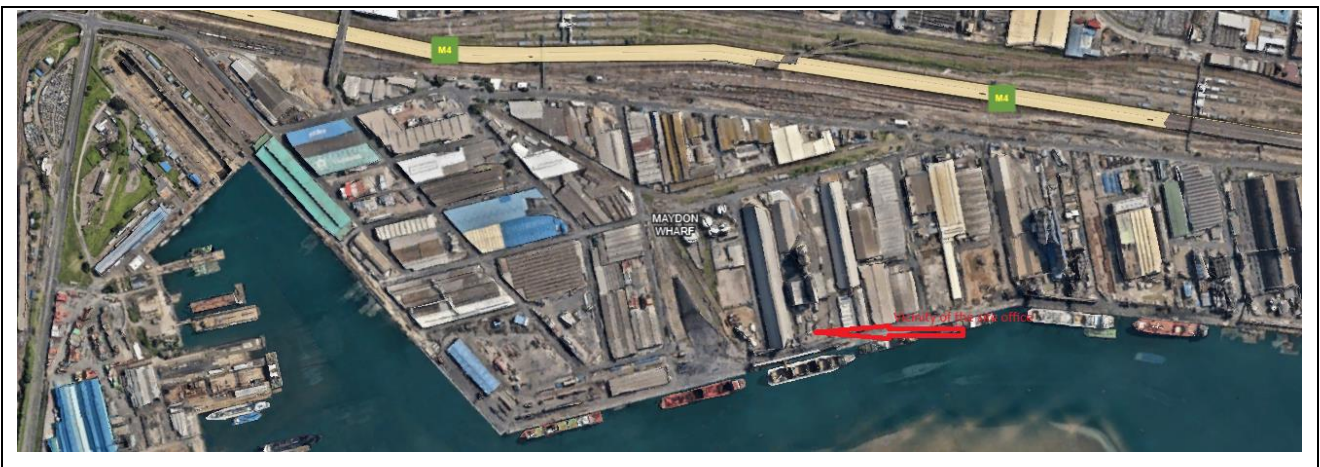


Figure 2: Source: Google Earth – Arial view for Maydon Terminal & Agri-port Terminal

1.3. Subsoil information

If required, the contractor will need to perform necessary tests as indicated in the works information.

1.4. Hidden services

If required, the contractor will need to perform necessary tests as indicated in the works information.

1.5. Other reports and publicly available information

Transnet Port Terminals

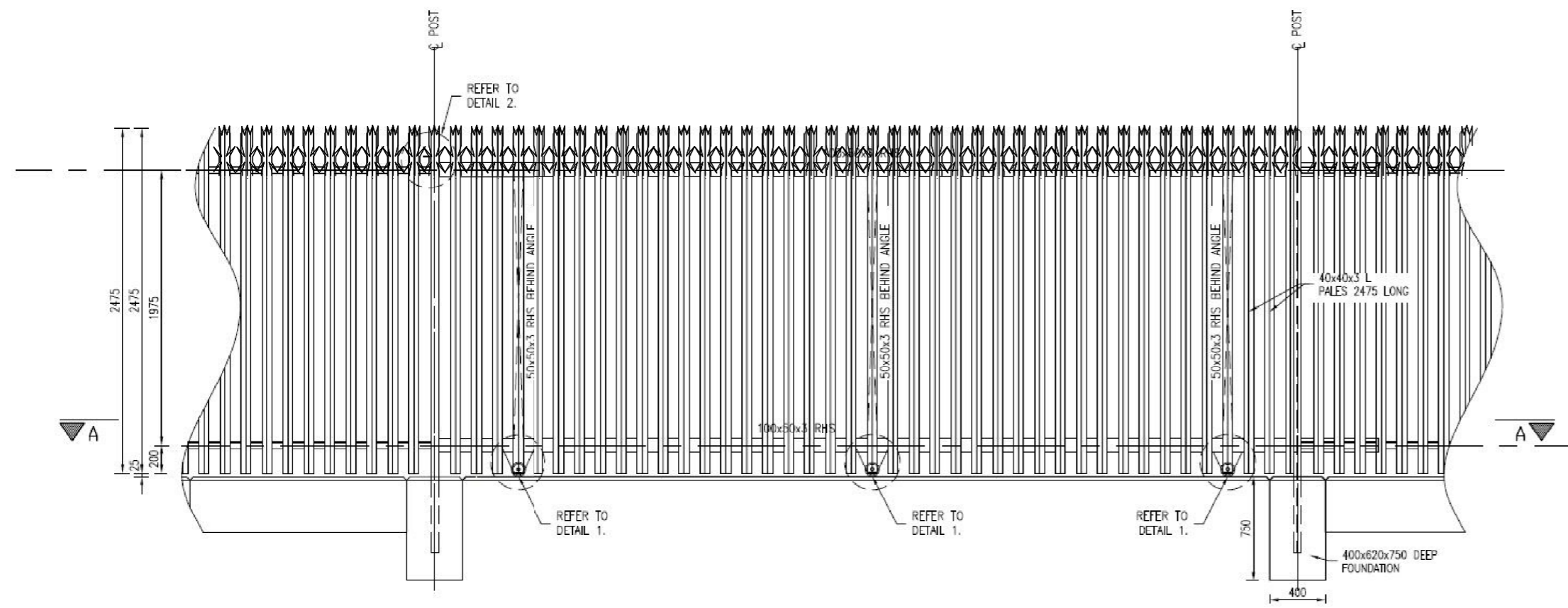
Tender Number: ICLM HQ 641/TPT

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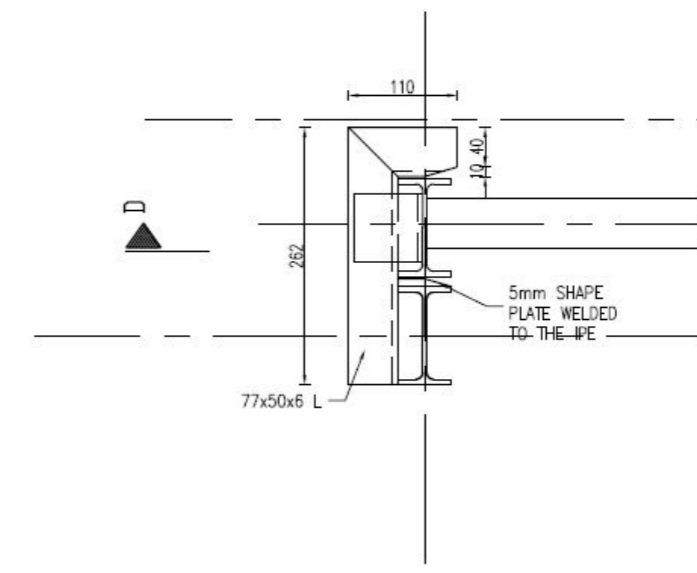
Contractor will be responsible for traffic management to all sites and Client's access to and from the surrounding area shall always be maintained in safe manner. It is envisaged that the construction site will be available to the contractor through the duration of the works.

1.6. Site Establishment

During the constructions works, the contractor site establishment will be situated at Agri-port terminal.

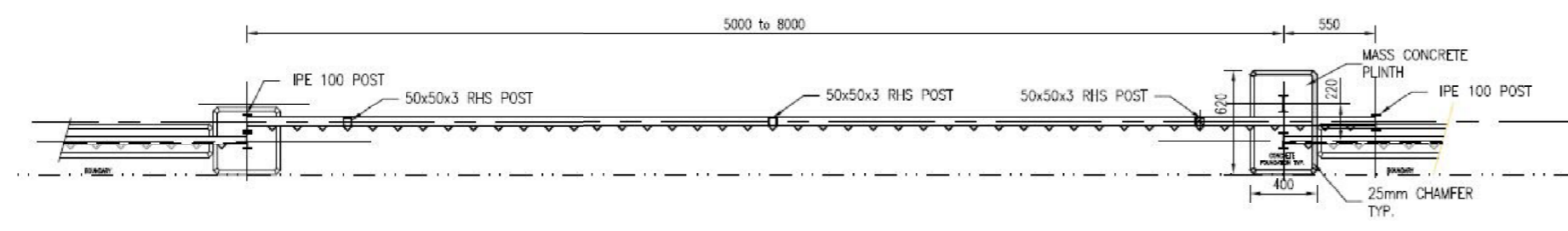


Elevation

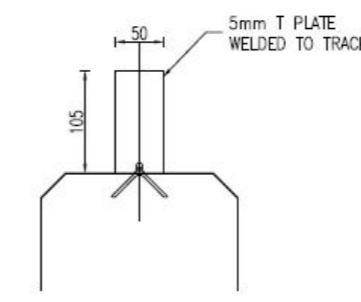


Detail 2 - Plan

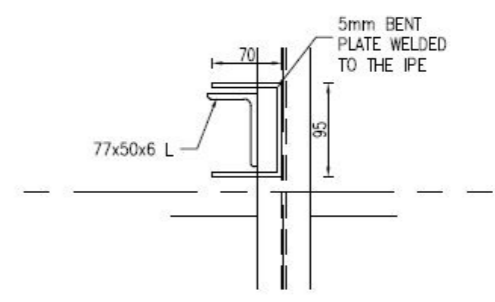
- GENERAL NOTES**
- ALL WORK BE IN ACCORDANCE WITH THE RELEVANT SECTIONS OF SABS 1200.
 - THE CONTRACTOR IS TO SET THE FENCE BY SURVEY INSTRUMENT AND AS DIRECTED BY THE TECHNICAL OFFICER ON SITE. NO CONCRETING OF THE POSTS WILL BE ALLOWED UNTIL EACH SUITABLE SECTION OF THE FENCE IS SET OUT AND APPROVED BY THE TECHNICAL OFFICER.
 - THE CONTRACTOR IS TO VERIFY ALL LEVELS, HEIGHTS AND DIMENSIONS ON SITE AND IS TO CHECK THESE AGAINST THE DRAWING BEFORE ANY WORK COMMENCES.
 - THE CONTRACTOR IS TO LOCATE AND IDENTIFY EXISTING SERVICES ON THE SITE AND TO PROTECT THESE FROM DAMAGE THROUGHOUT THE DURATION OF THE CONTRACT.
 - 100mm STEPS IN THE CONCRETE PLINTH AND STEEL FENCE PANEL MUST BE ACCOMMODATED IN THE POST FOUNDATION DEPTH.
 - A 10mm EXPANSION JOINT BETWEEN THE POST FOUNDATION AND CONCRETE PLINTH AND STEEL PANEL MUST BE ALLOWED FOR EVERY 5TH PANEL (i.e. 9.75m).
 - FOUNDATIONS
 - ALL EXCAVATIONS TO BE DONE BY HAND, CONTRACTOR TO EXERCISE CARE DURING EXCAVATIONS AS UNDERGROUND SERVICES MAY BE ENCOUNTERED.
 - EXCAVATIONS FOR POSTS AND PLINTHS TO BE NEAT DIMENSIONS OF CONCRETE. ALL INSITU FOUNDING MATERIAL TO BE COMPACTED TO 95% MOD AND INSPECTED BY THE TECHNICAL OFFICER PRIOR TO POURING CONCRETE.
 - CONCRETE
 - CONCRETE STRENGTHS @ 28 DAYS
 - BLINDING : 15 MPa / 19mm
 - BASES : 25 MPa / 19mm
 - GROUND BEAMS : 25 MPa / 19mm
 - ALL SHARP EXPOSED EDGES TO BE CHAMFERED 25 x 25mm.
 - STEEL PANELS
 - ALL STEEL TO BE HOT-DIPPED GALVANIZED WITH MINIMUM ZINC COATING THICKNESS BEING 105 MICRONS (HEAVY DUTY GALVANIZING) (SABS 736).
 - ALL WELDS 6mm CONTINUOUS FILLET.
 - ALL BOLTS, WASHERS & NUTS TO BE GALVANIZED, ALL BOLTS 10mm DIA, THREAD PROJECTION BEYOND NUT TO BE 'DAMAGED' ONCE FASTENED AS SECURITY MEASURE.
 - NO CUTTING OF STEEL OR WELDING ON SITE WILL BE ALLOWED WITHOUT PRIOR APPROVAL FROM THE TECHNICAL OFFICER.
 - CONTRACTOR TO CALCULATE ALL CUTTING DIMENSIONS AND TO PRODUCE SHOP DETAILS FOR APPROVAL BY THE TECHNICAL OFFICER PRIOR TO FABRICATION.
 - WHERE 100mm STEPS ARE ENCOUNTERED, 100mm OF THE BOTTOMS OF THE FIRST PALE TO BE CUT AND PROTECTED WITH 2 COATS COLD GALV.
 - 10 ALL PALES TO 40 x 40 x 3 ANGLE IRON WITH CROWN 7 SPIKE HEADS



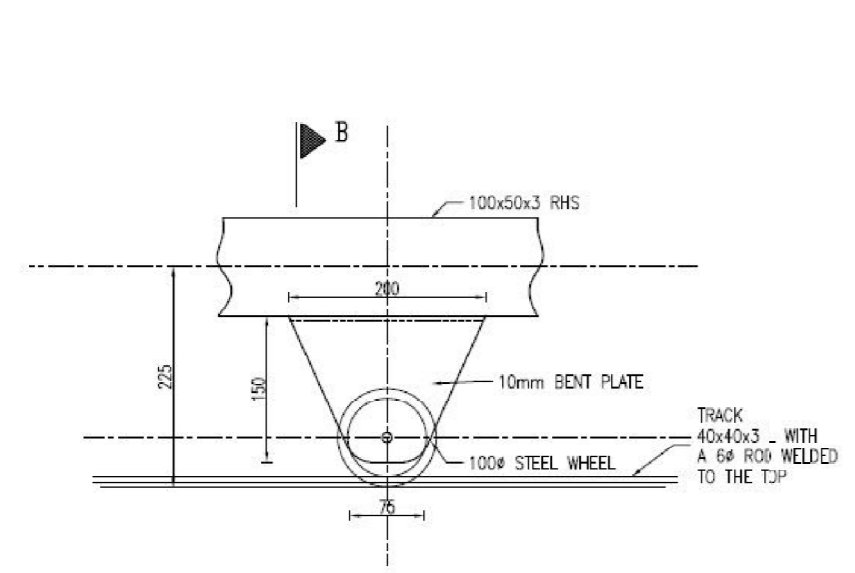
Plan



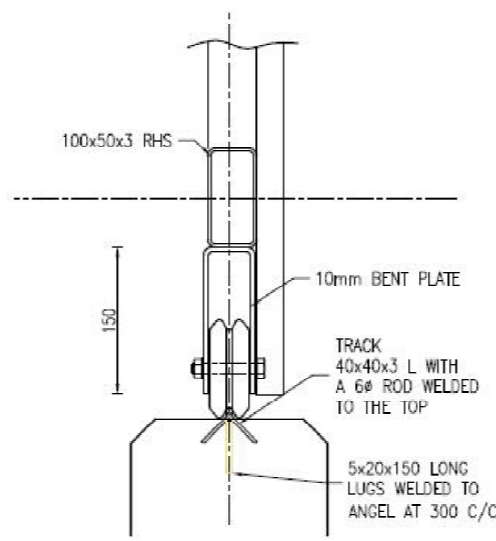
Section C-C



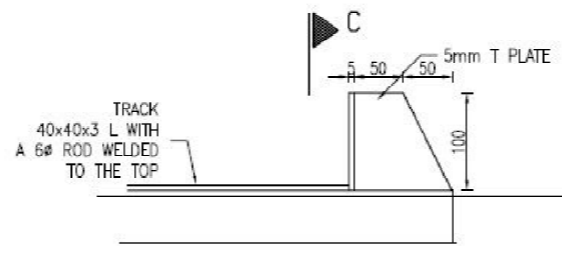
Section D-D



Detail 1



Section B-B



Track stop end

PORT OF RICHARDS BAY
HARBOUR AREA

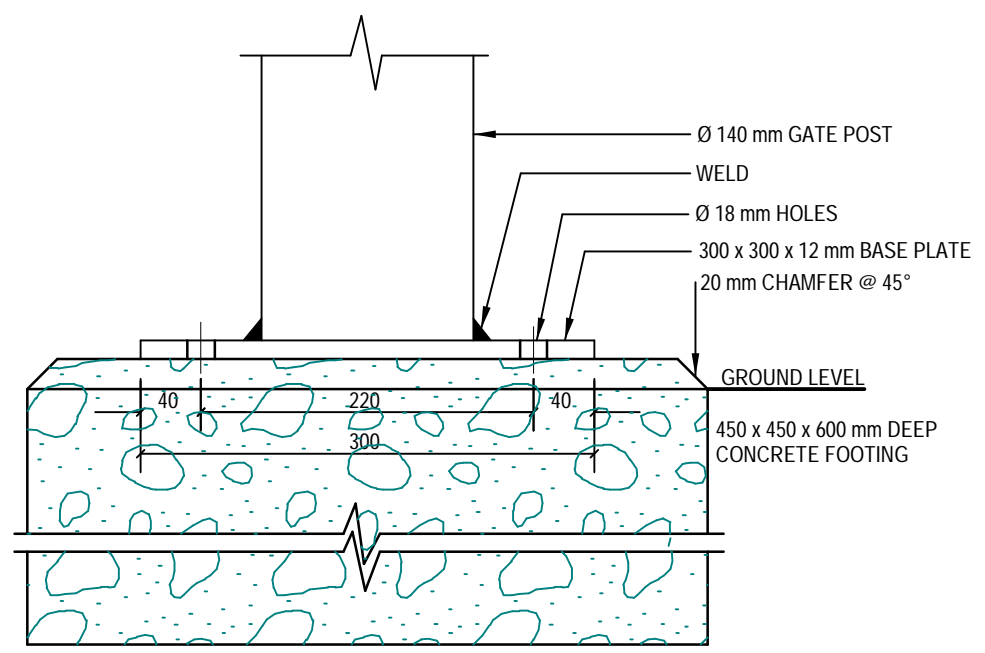
TRANSNET
national ports authority

Port Palisade Fencing
New Sliding Gate Details

DESIGNED *D JOYCE* SCALE *NTS*
DRAWN *D NAIDOO* FILE REF
CHECKED DATE *2019-03-18*

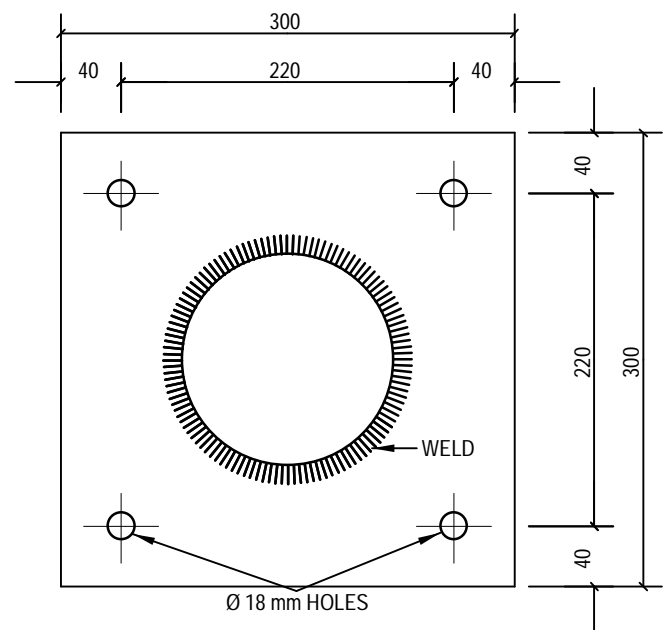
CAD NO.	Palisade Sliding Gate Details
DRG NO.	RBH 80-I-1 SH6
AMEND.	

(B NGCOBO Pr Eng)
PORT ENGINEER
DATE

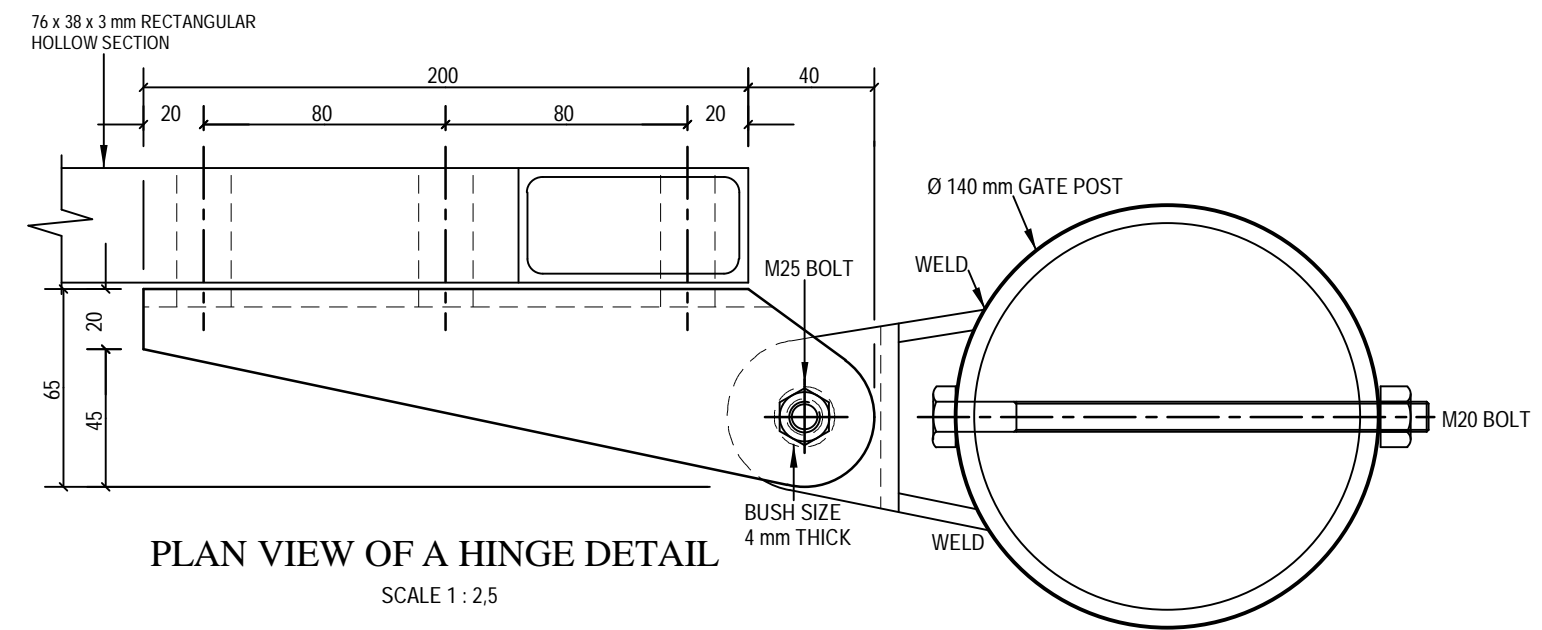


TYPICAL GATE POST DETAIL

SCALE 1 : 5

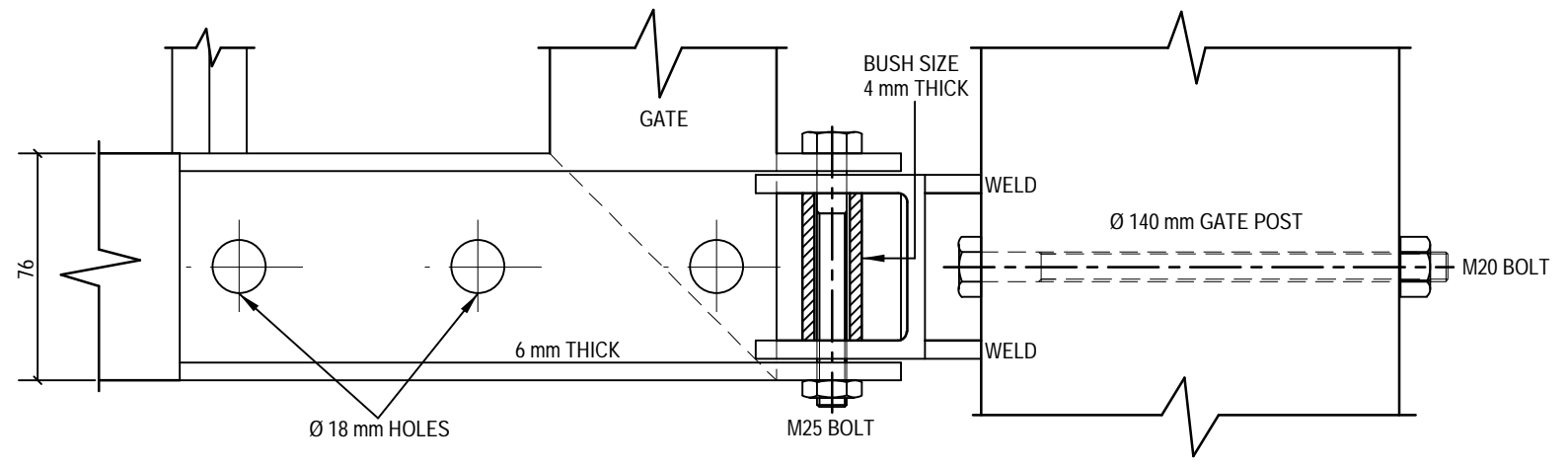


PLAN
SCALE 1 : 5



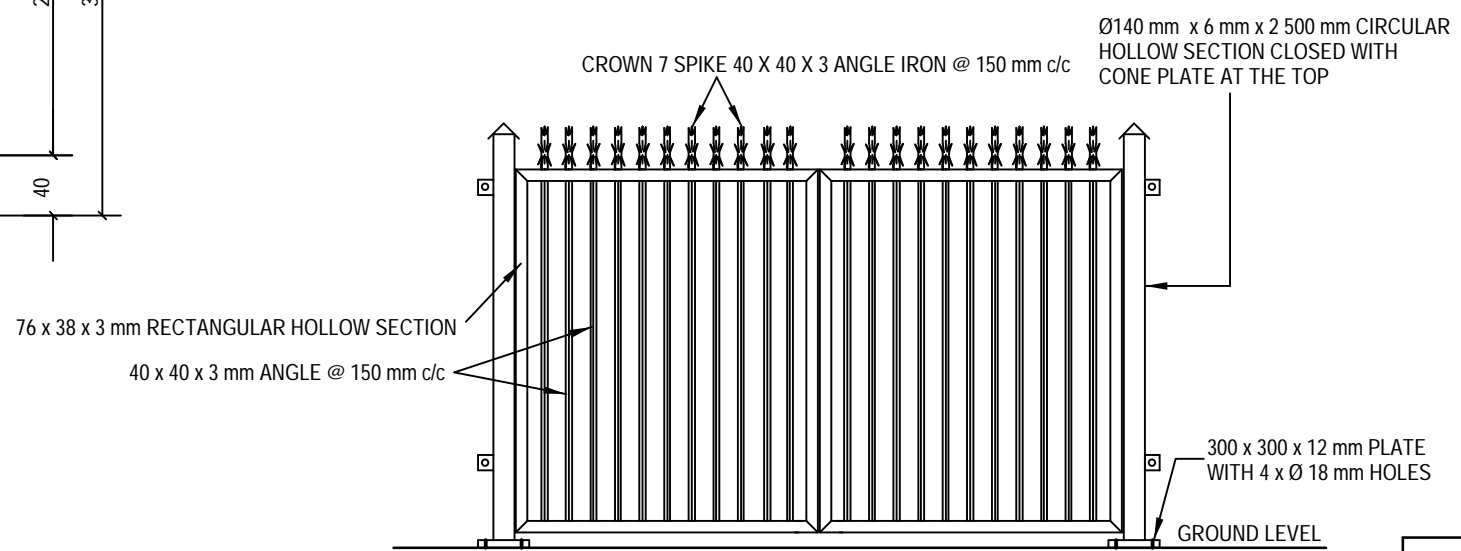
PLAN VIEW OF A HINGE DETAIL

SCALE 1 : 2,5



HINGE DETAIL


SCALE 1 : 2,5



TYPICAL SWING GATE DETAILS

SCALE: NTS

PORT OF RICHARDS BAY HARBOUR AREA




STEEL PALISADE SWING GATE DETAILS

DESIGNED D JOYCE SCALE AS SHOWN
DRAWN D NAIDOO FILE REF _____
CHECKED _____ DATE 2019-03-15

(D JOYCE)
PORT SECURITY MANAGER
DATE _____

(B NGCOBO Pr Eng) PORT ENGINEER	CAD NO.	STEEL PALISADE SWING GATE DETAILS		
	DRG NO.	RBH 80-I-3 sh 5		
DATE _____	AMEND			

REVISION 0	REFERENCE EEAM-Q-006		
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REVIEWED BY: CHIEF ENGINEER (COE) SABELO MZIMELA _____ Date:		AUTHORIZED BY: GENERAL MANAGER ENGINEERING JOSIAH MPOFU _____ Date:	
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Revision -1-	5.0 FASTNERS		
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KEYWORDS STEEL WORK		DATE OF LAST REVIEW: N/A DATE OF NEXT REVIEW: 2019-02-01	

STRUCTURAL STEELWORK

**SPECIFICATION HE9/2/6
[Version 9] February
2005**

1. SCOPE

1.1. This specification covers TPT's requirements for the design, manufacture and erection of structural steelwork for dynamic structures like cranes, including associated components.

2. GOVERNING CODES AND STANDARDS

ANSI/AWS D1.1: Structural Welding Code – Steel

BS-EN 287 Part 1: Approval testing of welders/fusion welding

BS EN ISO 15614-1:2004+A2:2012 Specification and qualification of welding procedures for metallic materials. Welding procedure test Arc and gas welding of steels and arc welding of nickel and nickel alloys

BS EN 1011-2:2001 Welding. Recommendations for welding of metallic materials Arc welding of ferritic steels

BS EN 10025 Hot rolled products of structural steels

BS 2573: Part 1: Classification, stress calculations and design of structures

BS EN ISO 17640:2010 Non-destructive testing of welds. Ultrasonic testing. Techniques, testing levels, and assessment

BS EN ISO 17636-2:2013 Non-destructive testing of welds. Radiographic testing X- and gamma-ray techniques with digital detectors

DIN 1026	Metric channels
ISO R657	Angles
BS EN 14399-7:2007	High-strength structural bolting assemblies
BS EN ISO 898-1:2013	Mechanical properties of fasteners made of carbon steel and alloy steel Bolts, screws and studs with specified property classes. Coarse thread and fine pitch thread
BS 3692:2001	ISO metric precision hexagon bolts, screws and nuts. Specification
BS 4620:1970	Specification for rivets for general engineering purposes

3. STRUCTURAL STEELWORK

- 3.1. The design of all structural steelwork shall be such as to provide a robust and rigid structure requiring the minimum of maintenance and providing a long service life.
- 3.2. In the design of steel structures, due cognisance shall be taken of environmental and wind load conditions as specified in the main specification.
- 3.3. Due to the highly corrosive conditions experienced in Transnet Port Terminals, the permissible stresses shall not exceed those set out in British Standard No. 2573 or other applicable standard as agreed with TPT. The minimum thickness of steel for load bearing members shall be 15mm for gussets, 10mm for angles, tees, plates and flats and 9mm for webs of channels and joists. Punching of holes over and above that permitted in BS 2573, shall not be permitted. Other structural steel shall be of not less than 6 mm thickness.
- 3.4. The design of mobile structures shall be such that the induced von Mises stress (effective stress in triaxial loading) will not exceed 90% of the elastic limit strength of the steel when the equipment is travelling at maximum speed and colliding with either other stationary equipment or fixed stop blocks. In calculating von Mises stresses, due cognisance must be taken of stress concentrations. If the elastic limit strength of the steel is not known, it will be determined by using a 0, 2% strain offset on the stress-strain curve of the material.

- 3.5. Where applicable, the design may be in bolted, riveted or welded box construction except that no site welding will be permitted in the final erection at the port except with the approval of TPT's Engineer.
- 3.5.1. Alternatively, a welded hollow section lattice type structure will be acceptable, subject to the following requirements:
- 3.5.1.1. The members must be structural sections manufactured from grade S275J0 weldable structural steel complying with BS EN 10025, or better... The hollow sections can either be seamless for all sizes or welded for sizes above 114.3mm outside diameter.
- 3.5.1.2. Tube wall thickness must not be less than 6mm.
- 3.5.1.3. All joints must be completely seal welded in accordance with BS EN 1011-2:2001. Special care must be taken to prevent the ingress of moisture into hollow section members by ensuring that each member is airtight. TPT reserve the right to request evidence of airtightness.
- 3.5.1.4. Bolted or screwed attachments which require drilled holes through a hollow section will not be permitted, unless a welded sleeve. Passing through the complete section, is used.
- 3.5.1.5. Non-hollow structural sections and plate used on the structure, in conjunction with the hollow section framework, must comply with the relevant requirements of this specification.
- 3.6. All steel sections shall be manufactured in accordance with the following standards: -
- | | |
|--|---------------|
| Weldable structural steel: | BS EN 10025 |
| I and H sections: | BS 4 Part 1 |
| Metric channels: | DIN 1026 |
| Structural steel, hot rolled sections: | BS 4 Part 1 |
| Angles: | ISO - R657 |
| Hot finished hollow sections: | BS EN 10210-2 |
| Cold formed sections: | BS EN 10219-2 |
| Forgings: | BS EN 10250-2 |
| Steel castings: | BS EN 10293 |
| Cast iron: | BS EN 1561 |
- 3.7. All steel plates and rolled steel sections used in the construction of the structures shall be of steel made by the open hearth process (acid or

basic) and shall comply in every respect with BS EN 10025 quality Structural Steel for Bridges and General Building Construction, Grade S275JR or Grade S355JR. That is, the percentage of phosphorous and sulphur shall not exceed 0,06.

- 3.7.1. The above is laid down as a standard, but tenders will also be considered for rolled steel not conforming strictly to the above standard provided an internationally recognised alternative is proposed and accepted. Full particulars of the guaranteed properties of the steel tendered for should in this case be furnished, i.e. chemical composition, tensile strength, yield point, reduction in area, bend tests, etc.
- 3.7.2. All welded steel must have a maximum Carbon equivalence (CEV) of 0.41
- 3.8. Forgings and drop forgings shall be free from flaws and surface defects of any kind and be accurately finished to the prescribed dimensions.
- 3.9. Steel castings shall be sound, clean and free from all defects and distortion of any kind and should, except where otherwise specified, conform with the conditions and tests specified in BS EN 10293, ~~for~~ according to requirements. They shall be thoroughly annealed and all working parts and bearing surfaces shall be machined and turned accurately with correct finish.
- 3.10. Cast iron used throughout must be close grained, tough and free from all defects, and shall conform with the conditions and tests specified in BS EN 1561 according to requirements.

This applies to functional components only. A lower grade is acceptable for portal and machinery house ballast. Tenderers to state grade of cast iron proposed.

- 3.11. The dimensional and out-of-square tolerance as specified in the above Standards shall also apply to built-up components. Edge preparations, welding techniques, straight beds and material fit-up shall be considered when welded joints are designed.
- 3.12. The shape of all members and connections must allow easy accessibility for maintenance painting of all surfaces. No members shall comprise a double member which cannot be painted and maintained.
- 3.13. Structural details must be so designed as to eliminate or seal off any cavities or pockets where water or condensation could collect and promote corrosion. Horizontal members with upstanding flanges require special drainage.
- 3.14. All hollow sections shall be completely closed and airtight, and all welding is to be of such size and quality as to ensure complete airtightness. No tapping or drilling of holes into sealed sections will be permitted.

4. WELDING

- 4.1. All the provisions of BS EN 1011-2 shall be complied with as far as applicable.
- 4.2. Design of weld joints shall be such that crevices, overlaps, pockets, arc strikes and dead ends do not exist.
- 4.3. All joints shall be completely seal welded in accordance with BS EN 1011-2:2001. Special care must be taken to prevent the ingress of moisture into the tubular members by ensuring that each such tubular member is airtight. "Stitch" welding will only be permitted inside sealed sections. Otherwise only continuous welding will be accepted.
- 4.4. Weld cracks, undercut, or pock marks will not be accepted.
- 4.5. All welds on the load bearing frame structure, containers, piping, pipe line flanges, etc., shall be continuous and shall be visually inspected for cracks and other discontinuities.
- 4.6. Welds on the main chords must be tested ultrasonically in accordance with BS EN ISO 17640 or X-rayed in accordance with BS EN ISO 17636-2 and those on minor joints by the dye-penetrant or Magnetic Particle methods. The equipment required for these tests must be supplied by the Contractor and the testing done at his cost.
- 4.7. Steel, except in minor details, which has been partially heated, shall be properly annealed. (Electrically welded structural members accepted.)
- 4.8. All brackets, clamps, lugs, straps, suspenders, etc. required for attaching mechanical and electrical equipment must be welded on prior to erection and special precautions must be taken not to damage welds or puncture tubes during erection.
- 4.9. The welding of all rails shall be done by an approved method.
- 4.10. Welding shall only be carried out by a coded welder according to BS-EN 287 Part 1 and procedures to BS EN ISO 15614-1 or ANSI/AWS D1.1.
- 4.11. All parts to be welded shall be thoroughly cleaned and dried before welding. The welding will only be done in dry surroundings and all steps taken to prevent hydrogen embrittlement.
- 4.12. Where materials of different compositions are joined by welding, especially carbon steel to chrome steel, the filler welding method and post welding treatment shall be such that embrittlement and other degradation of both steel and filler are prevented.
- 4.13. It must be ensured that welded joints are ductile.

5. FASTENERS

- 5.1. All bolts, nuts and rivets shall be manufactured in accordance with the following standards (or internationally recognised equivalents): -

Precision bolts and nuts Grades 4.6 8, 8: & 10.9 BS EN ISO 898-1

Friction Grip Bolts and nuts Grade General: EN 14399-7

Rivets: BS 4620:1970

- 5.2. All fasteners (excluding friction grip) shall be hot dipped galvanised (and their nuts and washers), structural rivets and Huck Bolts.

5.2.1. All holding down bolts and nuts and brackets, as well as all fixing bolts, washers, studs and nuts, less than 12mm diameter shall be of stainless steel. Fixing rivets shall be of either stainless steel or brass.

- 5.3. Bolts and setscrews shall be locked in an approved manner and shall not be stressed in tightening to beyond the recommended loads.

- 5.4. The quality of friction grip bolts, nuts and washers, bolt lengths, sizes of holes, tightening standards, surface condition of clamped components, shop and site assembling and acceptance inspection of friction grip joints shall comply with the latest edition of BS EN 14399-7.

- 5.5. Certificates shall be supplied for all bolts of grade 8.8 and 10.9.

- 5.6. All bolt and rivet holes must be accurate to size and location, the centres of holes shall not be placed nearer the edge of a plate than 1, 5 diameters with an extra allowance of 3mm for sheared edges. All holes in the structural work shall be drilled or otherwise punched to a diameter not exceeding 1,5mm less than the diameter of the finished hole on the die side, and afterward reamed out to the exact size

Where possible the adjoining parts forming a connection shall be drilled or reamed together, with holes not exceeding 1, 5 mm diameter greater than the rivet or bolt for which it is made. No rough or broken edge shall be left around any of the holes.

- 5.7. For turned and fitted bolts, the holes shall be accurately drilled or reamed, the diameter of the hole shall not exceed the finished diameter of the bolt by more than 0,25mm.

- 5.8. The holes, after assembly of the parts, shall be true throughout the thickness of all the parts and perpendicular to the axis of the member.

- 5.9. Rivets shall be cup-headed or countersunk as required, unless otherwise specified. No rivet head shall contain less metal than does a length of the rivet equal to 1, 25 times its diameter. All loose and defective rivets shall be cut and replaced by sound ones; also others when required for the purpose of examining the work. Rivets shall be

driven with pressure tools whenever possible and pneumatic hammers shall be used in preference to hand driving.

- 5.10. All field rivets must be supplied with shanks of suitable length for pneumatic riveting.
- 5.11. Bolts shall be of such length as to accommodate a full nut and washer when tightening up, and protrude a minimum of two thread pitches beyond the nut. Excessive projection of threads beyond the nut must be avoided. Bolts that are flush or under top of nut are not acceptable.
- 5.12. All bolts having countersunk heads shall have strong feathers forged on the neck and head to prevent turning and the bolt holes shall be cut to receive same. All nuts and bolts (excluding countersunk bolts) shall be furnished with circular washers of sufficient thickness, the outside diameter being at least twice the nominal diameter of the bolt, and washers fitted correctly.
- 5.13. Where bolt heads or nuts are seated on bevelled surfaces of beams or channel flanges, appropriate bevelled washers must be inserted.

6. JOINTS AND MATING SURFACES OF MEMBERS

- 6.1. Mating surfaces of members to be joined by high tensile steel bolts in friction grip shall be cleaned and primed as specified for the rest of the steelwork. Mating surfaces shall lay flat against each other to eliminate gaps which may allow ingress of water. After joining, the edges shall be sealed with an approved brand of Butyl/ Rubber sealing compound by means of a suitable caulking gun, or shall be seal welded.
- 6.2. Other joints shall be formed by one of the following methods:
 - 6.2.1. The mating surfaces of members shall be blast cleaned, primed and protected prior to sub-assembly by the liberal application of caulking compound. While the compound is still wet, the members shall be bolted together and caulking compound which is squeezed out shall be completely removed.
 - 6.2.2. The mating surfaces shall be protected with the full corrosion protection system as specified, the surfaces joined together and the joint so formed shall be sealed with butyl rubber sealer.
 - 6.2.3. After being cleaned and primed the surface shall be joined together and the joint so formed shall be seal welded.
- 6.3. The primer coating on mating surfaces must be applied not more than 4 hours after cleaning and the edges must be sealed within 3 weeks of assembly of the part.

7. FABRICATED PARTS

- 7.1. All fabricated parts shall be properly fitted during assembly to result in properly aligned equipment having a neat appearance. Fabrications of load bearing members shall have no abrupt changes in cross section and regions of severe stress concentration. All sharp corners accessible by personnel during erection or operation shall be ground, rounded, or removed by other methods. Burrs, welding spatter and stubs of welding wire shall be removed.

8. BALLAST OR COUNTER MASS

- 8.1. Tenderers must include for the supply of all necessary ballast or counter mass.
- 8.2. These must preferably be of cast iron and be removable for maintenance of structural steelwork.
- 8.3. Concrete ballast is not recommended but will be accepted provided the Tenderer satisfies TPT that it will not cause corrosion of any steel parts.
- 8.4. Fastenings used for removable pieces must be of non-corrosive material.
- 8.5. Ballast must be in suitable shapes to be secured in position against movement but in sizes easily removable for maintenance.
- 8.6. Lifting hooks or eyes of non-corrosive material and of adequate strength must be provided in the removable ballast pieces.
- 8.7. Concrete ballast must be reinforced so as to prevent cracking or breaking, and must be coated with an approved corrosion protection system for concrete.

9. STAIRS, LADDERS, PLATFORMS AND WALKWAYS

- 9.1. Platforms, stairways, walkways, hatches and ladders, shall be provided where necessary to give easy access to all parts of the equipment for inspection, maintenance and lubrication purposes (including the insides of all box sections if inspection covers are provided).
- 9.2. All access shall comply with the requirements of BS EN ISO 14122 (Safety of Machinery – Permanent means of access to machinery)
- 9.3. The hand rails and ladders shall be complete with stanchions, knee rails, back hoops, mounting brackets etc. and shall be manufactured in sections which are hot-dipped galvanized and painted and bolted onto the structure.
- 9.3.1. The handrail shall have a minimum diameter of 25mm and shall not be less 1100 mm above the platform level. Toe boards shall not be less than 150mm high.

- 9.4. Stairs shall be inclined no more than 45° to the horizontal and shall be broken at suitable intervals by platforms.
- 9.5. Stairs and walkways shall not be less than 700 mm wide and working areas around drives etc. shall be of sufficient size to allow for ease of maintenance.
- 9.6. Vertical ladders must be provided with back hoops.
- 9.7. Trap doors and hatches must be of light, but robust, construction, suitably hinged with stainless steel hinges and provided with a catch to keep them in the open position, if necessary. Trap door openings are to be protected by means of toe boards and removable handrails.
- 9.8. All external platforms, stair treads and walkways shall be hot dipped galvanised open grating construction, similar to Andrew Mentis "Rectagrid" type RS40 to allow for free drainage and avoid the accumulation of water and dust. Bearer bar thickness shall not be less than 4, 5 mm. The top surface shall provide for adequate grip to avoid underfoot slipping.
- 9.9. TPT's prior approval is required for all external platforms and walkways where open grating cannot be used. This will only be permitted where the primary purpose of the walkway/platform is for maintenance purposes. All such surfaces are to be provided with a non slip surface coating.
- 9.10. No obstructions or sudden changes in levels will be permitted on walkways.

10. **MACHINERY AND ELECTRICAL HOUSES AND OPERATOR'S CABINS**

- 10.1. Where required, separate, self contained fully weather proof machinery and electrical houses as well as operators cabins shall be provided. The houses shall be of the steel framed metal clad type, and shall allow ample space and strength for all equipment and control panels housed therein, permitting unrestricted access to all equipment for routine service and maintenance. Headroom shall not be less than 2, 13 metres. A minimum of 700mm working space must be provided around all machinery and in front of all panels.
- 10.2. The major items of machinery, electrical equipment and panels shall be so arranged that it can be removed for repairs or replacement without disturbing the walls, roof, floor or structural framework and furthermore shall be so arranged that full access to all holding down bolts is provided from inside the house.
- 10.3. For electrical houses both the inner and outer cladding must be stainless steel, unless otherwise approved. Side cladding plates are to be joined with butting joints with butt cover straps where required (no lap joints), and the plates must be in as large sizes as practicable to reduce the number of vertical joints, and to eliminate horizontal joints. Alternatively cladding may be welded to the frame and all joints completely seal welded. All angles around windows are to be suitably

joggled to obtain a waterproof and flat surface butting on the side sheets. The whole of the framing shall be well stayed and fixed on its base. Air-conditioned electrical houses shall be provided with thermal insulation material of an approved type between the cladding.

10.4. Machinery houses must be cladded with prepainted Aluminium sheeting, minimum thickness 0.8 mm, colour coated with the appropriate colour. The profile and fastenings must be suitable for the spans and wind uplift forces corresponding to the windspeeds stated in the main specification. Flashing, corner trim, closure pieces ridge cappings etc. shall consist of prepainted Aluminium of minimum thickness 1.2mm

10.4.1. Sheetting fasteners shall be 6.3 mm grade 304 stainless steel self-tapping screws with hexagonal washer heads.

10.4.2. Galvanic isolation rubber strips shall be used between the metal frame and Aluminium cladding, and between the fixing screws and the cladding.

10.5. Both machinery and electrical houses shall be provided with two access doors, sealed to suit pressurisation and/or air-conditioning, one on each side of the house, arranged for external locking, but allowing exit from the inside without a key. Rain guards must be provided above external doors.


10.6. Operator's cabins shall be fully constructed from 3CR12 or similar type stainless steel. Cladding shall be welded to the frame and shall be smoothed over to provide an aesthetic appearance. The cabin shall be insulated from the heat of the sun with an approved material. A stainless steel or similar material door with a robust industrial type door lock shall be provided. The door must be lockable from the outside, but must allow exit without a key from the inside.

10.7 All windows shall be of solar heat reducing toughened safety glass.

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END OF SPECIFICATION HE9/2/6 [Version 9]

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1. SCOPE

- 1.1. This specification covers Transnet Port Terminals requirements for protective coating of iron and steel structures, electrical motors, gear boxes etc. against corrosion and must be read in conjunction with the main specification as well as the following (latest editions):-

BS EN ISO 8502 "Preparation of steel surfaces for coating"

BS EN ISO 1461 "Hot-dip (galvanized) zinc coatings"

BS 5252 "National colour standards for paint"

BS 5493 "Code of practice for protective coating of iron and steel structures against corrosion"

2. TYPES OF CORROSION PROTECTION TO BE USED

- 2.1. The coatings specified in this specification are chosen according to BS 5493 Table 3, part 9, to ensure that the condition of the surface will be at least RE2 on the European scale of degree of rust, after 10 years in a environment of frequent salt spray, chemicals and polluted coastal atmosphere. During the 10 years, the normal maintenance painting will be done.
- 2.2. The paint manufacturer shall guarantee the paint for at least 10 years.
- 2.3. Should a tenderer wish to offer coating systems other than those specified, as an alternative, he shall submit full technical details and a list comparing all appropriate details of the alternatives proposed, with the original specified.
- 2.4. Tenderers must ensure that the different coats they offer in their tenders are compatible with each other.
- 2.5. The coating of proprietary items must be done according to Clause 3.
- 2.6. All galvanized components including bolts and nuts but excluding walkway gratings, must be painted with the specified system, unless otherwise approved.

The following coating systems must be used unless otherwise specified in the main specification:-

Substrate	Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
3CR12 steel (EN 10088)	1	Surface tolerant epoxy primer	DULUX /SIGMA Sigmacover primer 7413 INTERNATIONAL (PLASCON) Intergard 269 STONCOR (CHEMRITE COATINGS) Carboline 193 Primer	65-75
	2	Two component recoatable, polyurethane finish (Gloss)	DULUX / SIGMA Sigmadur gloss 520 INTERNATIONAL (PLASCON) Interthane 990 STONCOR (CHEMRITE COATINGS) Carboline 134	65-75
Galvanized Steel	1	Surface tolerant epoxy primer	DULUX /SIGMA- Sigmacover primer 7413 INTERNATIONAL (PLASCON) Intergard 269 STONCOR (CHEMRITE COATINGS) Carboline 193 Primer	65-75
	2	Two component recoatable, polyurethane finish (Gloss)	DULUX /SIGMA- Sigmadur gloss 520 INTERNATIONAL (PLASCON) Interthane 990 STONCOR (CHEMRITE COATINGS) Carboline 134	65-75
Substrate	Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
Mild steel	1	Two component self curing inorganic zinc ethyl silicate OR two component zinc rich polyamide cured	DULUX /SIGMA- Sigma Sigma zinc 160 OR Sigma-cover primer	65-75

	epoxy primer	INTERNATIONAL (PLASCON) Interzinc 52	
		STONCOR (CHEMRITE COATINGS) Carbo Zinc 11 OR Carbo- Zinc 658 Primer	
2	Flexible recoatable high build polyamide cured MIO epoxy	DULUX/SIGMA – Sigmacover CM 456	125-150
		INTERNATIONAL (PLASCON) Interseal 670	
		STONCOR (CHEMRITE COATINGS) Carboline 193	
3	Two component recoatable, polyurethane finish (Gloss)	DULUX/SIGMA Sigmadur gloss	65-75
		INTERNATIONAL (PLASCON) Interthane 990	
		STONCOR (CHEMRITE COATINGS) Carboline 134	

- 2.7. The paint manufacturer's recommendations for the application of the different coating systems, curing time before handling or application of subsequent coats, health and safety recommendations etc. must be carefully adhered to.
- 2.8. Paint contractors must have a quality management system which must be submitted to the Engineer for approval before commencement of the work.
- 2.9. Galvanizing shall be done to BS EN ISO 1461 heavy duty hot dip galvanizing to a thickness of at least 85µm. Electroplated components in zinc or cadmium are not acceptable.
- 2.10. All mounting bolts, nuts, washers and brackets as well as all fixing bolts, studs nuts and washers, less than 12mm, shall be of stainless steel. Fixing rivets shall be of either stainless steel or brass.
- 2.11. High tensile bolts for friction grip joints must not be galvanised and must be primed and painted after installation. High tensile bolts must be certified.
- 2.12. The full paint system shall be applied to all surfaces except for wear pads, linings etc., which are to be covered with appropriate protection.
- 2.13. For steelwork which will be transported over long distances and erected on site the two pack epoxy primers is preferred.

3. PROPRIETARY ITEMS

- 3.1. Proprietary items such as gearboxes, motors, brakes etc. must either be painted according to this specification or where the coating system is equal to or exceeds this specification sufficient proof of the coating system applied must be provided. Items which are nearly equal to this specification shall be given a finishing coat according to this specification's thicknesses and final colours and to the following procedure:-
 - 3.1.1. A cross cut test must be done to BS EN ISO 2409 to determine if the original coating adheres correctly to the substrate;
 - 3.1.2. The original coating shall be rubbed down to remove any smooth finishing to form a suitable key for the finish coat and any damaged areas prepared and patch primed with a suitable primer;
 - 3.1.3. The item must then be detergent washed to remove any foreign matter, taking care that no dust, solvent etc. contaminates any working part of the item;
 - 3.1.4. A test shall be done on the existing coat to ensure that the finish coat will not react with and cause undue dissolving and lifting of the existing coat. This can be done by applying a small quantity of the finishing coat thinners.
 - 3.1.4.1. Should any undue dissolving or lifting occur, a suitable intermediate or barrier coat must be applied before the finishing coat is applied.
 - 3.1.5. Proprietary items which failed the cross cut test and which generally have inadequate protection shall be dismantled and the full corrosion protection specification applied.

4. SURFACE PREPARATION

- 4.1. All steel surfaces shall be detergent washed and fresh water rinsed to remove all oil, grease and surface contaminates before shot blasting.
- 4.2. Sharp edges shall be radiused and major roughness of welds shall be removed by grinding. Welding spatter and flux shall be removed.
- 4.3. Components manufactured from hot rolled steel sections and steel plate shall be blast cleaned to base metal in accordance with Swedish Standard SSPC SP10 grade SA2½ - very thorough blast cleaning, to remove all mill scale, rust, weld spatter etc.
 - 4.3.1. "Sharp" chilled iron shot, chilled iron grit, or granular abrasive slag is to be used to produce a proper degree of surface roughness.
 - 4.3.2. Blast profile shall be determined by micrometer profile gauge, Keane-Tator surface profile comparator or Testex press-o-film.
 - 4.3.3. The profile height shall be between 40 and 50µm at any point.
- 4.4. Good quality blast cleaning and spray painting equipment shall be used. Air used for spraying and blast cleaning shall be free from all traces of oil, water and salinity. Water and oil traps must be fitted to all equipment.
- 4.5. Wheel abrading equipment shall not be used unless an angular profile the same as clause 4.3.3 is achieved.
- 4.6. When wet blasting is done the primer shall be applied before oxidization starts or surface contamination occurs.
- 4.7. Components manufactured from 3CR12 steel shall be lightly abraded. The components shall then be passivated by using a mixture of 10 - 15% nitric acid in water which is rinsed off after 10 - 15 minutes. The surface shall be neutralized to pH 7 before it is coated.
- 4.8. Hot-dip galvanized components, galvanized bolts and nuts etc. shall be lightly abraded with a galvanizing pre-cleaner. The components shall then be washed with detergent and water and washed down with clean water until a water break free surface is achieved. Allow to dry thoroughly.

5. JOINTS AND MATING SURFACES OF MEMBERS

- 5.1. Mating (faying) surfaces of members which have to be joined by high tensile steel bolts in friction grip shall be cleaned according to Clause 4 and painted with primer only.
 - 5.1.1. After being assembled joints so formed shall be seal welded and painted or after the intermediate coat was applied the edges shall be sealed with an approved brand of paintable flexible sealant or mastic (e.g. Butyl rubber, polyurethane sealer or two component epoxy), by means of a suitable caulking gun.
- 5.2. All rivets, bolts, welds, sharp edges etc. must be covered with a "stripe coat" of the primer or intermediate coat specified to ensure the correct dry film thickness on sharp edges, as well as sealing of bolt threads to head etc.
- 5.3. All other mating surfaces must be sealed with an approved brand of flexible Butyl rubber, paintable Silicone, polyurethane sealer or two component epoxy sealer, and joined while still wet. All excess compounds must be completely removed.

6. PAINTING PROCEDURES

- 6.1. Directly before the application of paint, the area to be painted shall be degreased with a suitable degreaser and left to dry.

- 6.2. Paint shall only be applied under the following conditions:-
 - 6.2.1. There is adequate light.
 - 6.2.2. The steel temperature is between 5 and 50°C and at least 3°C above the dew point of the air.
 - 6.2.3. The relative humidity of the air is between the limits specified by the paint supplier.
 - 6.2.4. Wind does not interfere with the method used and sand and dust cannot be blown onto wet paint.
- 6.3. Steelwork shall be supported on trestles, at least 900 mm off the ground for painting purposes.
- 6.4. An adequate number of test readings shall be taken per square meter in order to determine the dry film thickness.
 - 6.4.1. The paintwork shall be acceptable if the average of the test readings taken falls within or exceeds the ranges given.
 - 6.4.2. Paintwork shall not be acceptable if any single test reading is less than the specified minimum thickness.
- 6.5. An ultrasonic or electronic magnetic flux thickness measurement gauge shall be used, but in case of dispute, destructive testing shall be applied. The painted steelwork shall present a clean, neat appearance of uniform colour and gloss as applicable to the paint used. Each coat of paint shall be applied as a continuous, even film of uniform thickness. More than one application of paint may be required to achieve the dry film thicknesses specified or to obliterate the colour of the previous coating.
- 6.6. The use of thinners or solvents at any stage of the work is prohibited, unless specified by the paint manufacturer.
- 6.7. Precautions shall be taken to prevent coatings from being applied to equipment nameplates, instrument glasses, signs etc.

7. COLOUR CODES

Machinery and equipment shall be painted in the following final colours:-

	Area	Colour	Code No. [091 BS 5252 and International No's]
7.1.1	Mobile equipment (cranes, loaders etc.) a) Structure, machinery and electrical houses, operator's cabins, chutes, hoppers etc. b) Undercarriage, travel bogies, rubber tyred rims	Transnet Red Transnet Red	RAL 3020 RAL 3020
7.1.2	Industrial buildings, conveyor structures a) Roofs and canopies b) Painted walls c) Steel columns, rafters, trusses	Pantone cool grey 10 Pantone cool grey 3 Pantone cool grey 5	RAL 7037 (Staubgrau) RAL 7035 (Lightgray) RAL 7004 (Signalgray)
7.1.3	General a) Guards b) Sheaves c) Cable reels (Stainless steel) Machine buffers and parts of machine which could constitute a serious hazard	Golden yellow Orange Orange Golden Yellow (High Gloss) with Luminous green stripes in chevron pattern	RAL 1003 RAL 2008 RAL 2008 SABS B49 and Luminous green

Area	Colour	Code No. [BS5252 and International No's]
e) Any exposed rotating part of machinery, electrical Switch-gear (other than starting and stopping devices and emergency stop control), electrical services e.g. conduit and allied fittings	Light Orange (High Gloss)	SABS 1091 B26 BS 381C-557 RAL 2007
f) Low voltage switchgear panels where orange is not aesthetically acceptable	Light grey	RAL 7035
g) Medium voltage cable trays, switchgear and motors (3,3 kV and up)	Sapphire Blue	RAL5003
h) Starting devices, low voltage cable trays and switchgear	Moss Green	RAL6005
i) Transnet Logo	Transnet Red (Traffic Red)	RAL 3020 on White (RAL 9010) Background
j) Parts of stationary machinery (Electrical, motors, gearboxes, brakes, transformers, etc.)	Light Grey	RAL 7035
k) Hand levers, hand wheels, oiling points, handrails on walkways, ladders	Golden Yellow (High Gloss)	RAL 1004
l) Stopping devices, grease points, motor fan covers and danger signs (not symbolic safety signs for which see SABS 1186)	Signal red (High Gloss)	RAL3001
m) Walkways (non slip surfaces) (galvanized gratings not to be painted)	Shop floor green or black	
n) Informatory signs and notices (not symbolic safety signs for which see SABS 1186)	White on Emerald Green (High Gloss)	White on RAL 6001

Area	Colour	Code No. [SABS 1091 and International No's]
7.1.4 Pipe lines		
a) Reclaim water piping	Aluminium	
b) Slurry pipe lines	Iron Grey	RAL 7011
c) Fire protection piping	Signal red	RAL 3001
d) Washwater drain pipes	Light grey	RAL 7035
e) Instrument air	White with Strong blue band	White RAL 5005
f) Plant air	White with Flag blue band	White RAL 5015
g) Potable water	Grass green	RAL 6010

7.1.5 Colour bands for pipes shall be 75 mm wide for pipe sizes up to 150 mm diameter and 100 mm wide for 150 mm and above. The colour bands shall be applied to the pipe flanges, valves, junctions, walls or structures etc. in such a manner that the pipe may be easily identifiable. On straight sections the maximum spacing shall be 100 x the pipe diameter.

8. FIELD TOUCH-UP PAINTING

8.1. Damaged and unpainted areas, fasteners, welds, etc. shall be cleaned by wire brushing with hand tool or power tool in a manner which will minimize damage to sound paint. Grinding will not be allowed. Rust spots shall be cleaned to bright metal. Thick edges of old paint abutting on bare metal surfaces shall be feathered by scraping and sanding.

8.1.1. Where welding is required on areas already coated with the coating system, the coat should be stepped back for ± 30 mm around the weld area.

8.2. The paint shall be applied to match the original coats in accordance with the manufacturer's recommendations for the specific paint system.

Note: Inorganic zinc primers shall not be re-covered with an inorganic primer, but only with an organic zinc primer.

8.3. Areas of damaged galvanizing shall be repaired with an approved cold galvanizing product or metal sprayed by the wire spraying process with Zinc, and then touched up with the specific paint system.

9. GENERAL

9.1. All walkways, floors, maintenance platforms etc. must be painted with a durable, non skid coating of the appropriate colour.

9.2. Exposed machined surfaces must be coated with a strippable corrosion inhibitor (e.g. Tectyl).

9.3. Where different materials will be in contact with each other and galvanic corrosion can occur the contact areas of the materials must be isolated from each other or the joints made water proof to prevent ingress of moisture.

9.4. All components must be designed with corrosion prevention in mind and specifically the following:-

- 9.4.1. No entrapment of dirt, product, moisture etc.
- 9.4.2. No areas must be inaccessible for maintenance such as too narrow gaps etc.
- 9.4.3. Large flat areas rather than complicated shapes and profiles.
- 9.4.4. No sharp corners and discontinuous welds.

9.5. Parts of equipment which are exposed to high temperatures must be coated with the following system:-

Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
1	Two component self curing inorganic zinc ethyl silicate	DULUX /SIGMA-Sigma Xinc 160 INTERNATIONAL (PLASCON) Interzinc 52 STONCOR (CHEMRITE COATINGS) Carbo Zinc 11	65-75
2	Single component high temperature moisture curing silicone with aluminum flakes	DULUX/SIGMA – Sigmatherm Silicate INTERNATIONAL (PLASCON) Intertherm 50 STONCOR (CHEMRITE COATINGS) Thermaline	40

10. MAINTENANCE PAINTING OF STRUCTURES

10.1. Areas which are only lightly corroded must be cleaned by means of high pressure water blasting or wire brushing by power tool and the following system applied:-

Coat No	Generic Description	Approved Brand Products	Dry Film Thickness (µm)
1	Surface tolerant two pack epoxy primer with aluminum pigments	Dulux/SIGMA Aluprimer STONCOR (CHEMRITE COATINGS) Carbomastic 15 INTERNATIONAL (PLASCON) Intergard 242	125-150
2	Same as first coat OR micaceous iron oxide (MIO) epoxy	DULUX/SIGMA – Sigmacover 456 INTERNATIONAL	125-150

		(PLASCON) Interseal 1052	
		STONCOR (CHEMRITE COATINGS) Carboline 193	
3	Two component recoatable, polyurethane finish (Gloss)	DULUX/SIGMA Sigmadur gloss	65-75
		INTERNATIONAL (PLASCON) Interthane 990	
		STONCOR (CHEMRITE COATINGS) Carboline 134	

10.1.1. Alternatively, the Noxyde paint system can be used, consisting of two to three coats of water based Noxyde paint to achieve a DFT of 350 to 400 microns. Where the Noxyde system is used on areas other than slightly corroded structural areas, the following additional requirements must be observed:

10.1.1.1. Very smooth surfaces (e.g. 3CR12, stainless steel or hot-dip galvanized components, bolts, nuts and fittings, and HT bolts): Parts must be thoroughly degreased using OptiDegreaser, washed down with potable water, and immediately when dry, a single coat of OptiPrimeAqua applied.

10.1.1.2. Paintable flexible sealant/mastic: Only sealant approved by the paint manufacturer may be used, and an initial coat of OptiPrimeAqua applied over it before the further coats of Noxyde are applied.

10.1.1.3. Bolted/riveted connections: After blasting or and/or cleaning as required, apply a coat of OptiPrimeAqua and an additional stripe coat of Noxyde, in contrasting colour, to all bolt/nut and plate edges and crevices.

10.2. The adhesion of old coatings must be verified by doing a cross cut adhesion test on selected areas.

10.3. The compatibility of the new paint system on the old coating must be tested and guaranteed in writing by the paint supplier.

10.4. The work and coating system must be guaranteed for a minimum of 12 months.


10.5. All heavily corroded areas must be shot blasted to minimum SA2 and the three coat system indicated in clause 2.6 applied.

10.6. Areas where the old coating is still sound need only be high pressure cleaned with a suitable solvent and coated with one of the primers suggested in clause 10.2 (as tie coat) and then with one of the top coats suggested in clause 2.6 to get the appropriate colour and finish. The minimum dry film thickness of this tie coat must be 75 microns and top coat must be 50 microns, but the previous coating colour shall be completely obliterated to present a uniform colour.

Note: Inorganic zinc primers shall not be re-covered with an inorganic primer, but only with an organic zinc primer.

- 10.7. Repairs to the insides of all the enclosed sections of the booms as well as the insides of the crane legs, sill beams, cross beams, pylon cross bracing members etc. shall be done as above but the top coat need not be applied.

***** END OF SPECIFICATION HE 9/2/8 [Version 17] *****

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1. Introduction

This Specification outlines the minimum requirements to ensure that products and services supplied to Transnet Port Terminals are manufactured, provided, constructed or installed in accordance with all specified requirements as defined in the Contract, all associated specifications, drawings, codes and standards.

2. Definitions

Term, Abbreviation	Meaning
Data	All drawings/documents/data/information and DP's required to be supplied under the Contract
Data Pack (DP)	A compilation of manufacturing data, certification, inspection and testing records prepared by the Supplier/Contractor to verify compliance with the Contractual requirements.
Employer	For the purposes of this document, the term Employer has the same meaning as applied to the term Client.
Field Inspection Checklist (FIC)	A document that details the checks, requirements and test parameters for each type of equipment to permit field installation and pre- commissioning of the equipment.
TPT	Transnet Port Terminals is the Employer's Nominated Agent in terms of the Conditions of Contract.
Inspection Release Report (IRR)	A document issued to the Supplier/Contractor by TPT advising release of the Materials for shipment. This does not relieve the Supplier/Contractor of its obligations in accordance with the Terms and Conditions of the Contract.
Inspection Waiver Report (IWR)	<p>A document issued to the Supplier/Contractor by TPT advising that TPT has waived final inspection for the materials listed in this document. The issue of this Report does not preclude further inspection by TPT, is issued without prejudice and does not relieve the Supplier/ Contractor from the guarantees and obligations included in the Contract/ Contract.</p> <p>A document prepared by the Supplier/Contractor providing relevant information applicable to the installation and maintenance of the specific equipment, including consumables (eg. oils etc)</p>
Project Quality Plan (PQP)	A document that outlines the Supplier/Contractor's strategy, methodology, resources allocation, Quality Assurance and Quality Control coordination activities to ensure that Goods and Services supplied meet or exceed the requirements defined in the Contract, drawings, codes and standards.
Quality Control Plan (QCP)*	<p>A document outlining specific manufacturing / construction inspection and testing requirements, including responsibilities, test acceptance criteria, nomination of witness and hold points.</p> <p>For the purposes of this document, the term Supplier/Contractor has the same meaning as applied to the term Sub-Supplier/Sub-Contractor</p>
Supplier/Contractor	This refers to the documentation required to be submitted by the relevant Supplier / Contractor in terms of the Contract.
Supplier/Contractor Data Requirements	These requirements are generally tailored to suit the particular Scope of Work, although it also addresses the manner in which the documentation is required to be submitted, eg Hard copy, Electronic copy etc
Technical Query Note (TQN)	This refers to a document used by the Supplier/Contractor to formally clarify a Technical Query related to the scope of supply. This should not be used where a non-conformance has already been initiated.

3. Applicable Documents

3.1 General

All work performed shall comply with the requirements of this Specification, the documentation referenced in the Contract and the latest revision/edition of the relevant Codes and Standards referenced herein.

3.2 Statutory Regulations

Occupational Health & Safety Act, Act No 85, of 1993 and Regulations as amended.

3.3 Codes and Standards

Document No.	Title
ISO 9001	International Standard Series Quality Systems

WCS have been supplied with 3 documents EEAM-Q-013 Commissioning and Handover, Standard and Technical Data Sheets. There is some renumbering needed

4. Quality System

4.1 General

The Supplier/Contractor shall be responsible for all quality activities necessary to ensure the Work meets the requirements specified in the Contract, and shall manage and coordinate all Quality aspects of Work in accordance with the requirements of this Specification, and the Supplier/Contractor's PQP and QCP's once reviewed and approved by TPT.

The Supplier/Contractor shall ensure that all Sub-Suppliers/Sub-Contractors also conform to the requirements of this Specification.

4.2 Supplier/Contractor Quality System Requirements

The Supplier/Contractor shall have, maintain and demonstrate its use to TPT, its documented Quality Management System. The Supplier/Contractors Quality Management System should be in accordance with the International Standard ISO 9001.

The Supplier/Contractor shall submit its Quality System documentation to TPT at the time of tender and at Contract Phases as detailed below:

- Project Quality Plan
- Quality Policy
- Index of Procedures to be used
- Programme of internal and external audits

4.3 Supplier/Contractor Documentation Requirements

The Supplier/Contractor shall develop and maintain a comprehensive register of documents that will be generated throughout the project, and shall include all quality related documents. The register shall be submitted to TPT for review.

TPT shall indicate those documents required to be submitted for information/review and/or acceptance and this shall be indicated in the Supplier/Contractors' Document Register. The register shall indicate the dates of issue of the documents taking into account sufficient time to allow TPT review/acceptance cycle prior to the document being required for use.

5. Quality Assurance

5.1 Project Quality Plan

Where specified, the Supplier/Contractor shall submit a PQP to TPT within 28 days after the Contract start date. The PQP shall detail how the Supplier/Contractor's Quality System will be applied to the Scope of Work specified in the Contract, and shall address the following:

- Satisfying the technical and quality requirements of the Supplier/Contractor's Scope of Work, and relevant elements of the applicable ISO 9001 standard
- include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls and records used to control and verify compliance with the specified Contractual requirements

Include a listing of all special processes (eg. welding and non-destructive testing, cube testing etc) envisaged for use, including confirmation of personnel certification as required

- Include all proposed method statements (for site based work activities)
- Include a description of the Supplier/Contractor's project organisation, with key positions and responsibilities identified and individuals named. The organisation structure shall also indicate the resources committed to the management / coordination of QA / QC activities
- Include a listing of all Quality Control Plans (QCP's), and associated Field Inspection Checklists (FIC's), as applicable
- Identify in the Project Quality Plan any Sub-Supplier/Sub-Contractor work. Sub-Supplier/Sub-Contractor plans shall be approved by the Supplier/Contractor, and a copy forwarded to the TPT
- Include the proposed Authorised Inspection Authority (where applicable – for example pressurized equipment and systems)
- Include a schedule of proposed quality records

The PQP shall be controlled and re-submitted for approval when required to incorporate any change necessary during the Contract duration to ensure that the document is maintained as an effective control, change management and records. The change management will be done to an agreed policy or procedure.

Note: Where the Supplier/Contractor is required to provide a PQP, no work shall commence until the PQP is approved by TPT.

5.2 Procedures

The Supplier/Contractor's PQP and procedures shall address the system elements and activities appropriate to the Scope of Work, in compliance with the specified Quality Standard.

Where specified, the Supplier/Contractor shall submit copies of Quality Procedures for review. In addition, the Supplier/Contractor shall ensure that copies of all Procedures relevant to the Scope of Work are available for reference by TPT at each work location.

These will include, as applicable, the following:

5.2.1 Document Control

The Supplier/Contractor's Project Quality Plan shall provide a description of how TPT provided, Supplier/Contractor and Sub-Supplier/Sub-Contractor documents are to be managed. The description shall address as a minimum:

- Management tools and databases
- Receipt, registration and maintenance
- Internal and external distribution to Employer, third parties and Sub-Contractors
- Management of Codes, Standards and Specifications

-
- Internal review and approval routines and authorities
 - How it is ensured that the correct revisions of documents are available at the point of use including retention periods for all documentation.

5.2.2 Design Control

Where the Supplier/Contractor is responsible for any aspect of design related to their Scope of Work, the Quality Plan shall describe the Supplier/Contractor's methods and procedures for the control of these design activities.

5.2.3 Procurement

Where the Supplier/Contractor is responsible for any aspect of procurement related to their Scope of Work, the Quality Plan shall describe the Supplier/Contractor's methods and procedures for the control of these activities.

5.3 Supplier/Contractor Audits

The Supplier/Contractor shall:

- Carry out audits in accordance with its Quality System at its own and Sub-Supplier/Sub-Contractor's facilities to ensure project quality requirements are being achieved
- Include a QA Audit Schedule in the Supplier/Contractor PQP submitted to TPT prior to commencement of the Scope of Work. The Audit Schedule shall include all audits to be implemented by the Supplier/Contractor and Sub-Supplier/Sub-Contractor during the execution of the Contract
- Where stipulated in the Contract, perform an audit within three months after the Contract start date and thereafter at a minimum frequency of three months. Audit reports shall be submitted to TPT at the completion of each Audit. Where unsatisfactory performance is evident, additional audits shall be performed by the Supplier/Contractor as directed by TPT.

5.4 Transnet Port Terminals Audit

TPT reserves the right to perform quality audits or participate as an observer in Supplier/Contractor audits to verify compliance with the Contractual requirements. The Supplier/Contractor shall within a time frame as agreed upon, correct any adverse audit finding advised by TPT.

6. Inspection and Testing

6.1 General

TPT may, at its discretion perform surveillance inspection at the Supplier/Contractor's premises, SubSupplier/Sub-Contractor's premises or at the location of the Scope of Work.

Dependent on the nature of the Scope of Work and the frequency of inspections TPT may elect to have inspection personnel resident at the place of manufacture, fabrication, or assembly.

The Supplier/Contractor shall ensure free entry and access is given to TPT, certifying authorities and statutory authorities to inspect the Scope of Work and review procedures and quality records at all parts of the Supplier/Contractor's and Sub-Supplier/Sub-Contractor's premises, or at the location of the Scope of Work while any work or test is in progress.

The Supplier/Contractor shall provide TPT with all necessary tools, calibrated measuring equipment, safety equipment and workspace to verify or witness tests in progress.

While TPT is at the Supplier/Contractor's premises, the Supplier/Contractor shall provide, free of charge, reasonable facilities including office facilities and reasonable access to a telephone, facsimile machine and computer connection point with internet access.

The Supplier/Contractor shall provide notice in writing in within a time frame time as agreed upon, to allow the attendance of TPT and other representatives at nominated witness and hold points.

6.2 Quality Control Plans

The Supplier/Contractor shall prepare and submit QCP's to TPT for review in accordance with the requirements of the Contract and PQP.

QCP's shall identify all inspection, test and verification requirements to meet the Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, witness and hold points.

The Supplier/Contractor shall not commence fabrication or manufacture prior to review and approval of the applicable QCP by the TPT.

QCP's shall include reference to all tests specified in the Contract Document.

A typical format for a QCP is shown in Appendix A. The Supplier/Contractor may use its own format providing all information shown in Appendix A is included.

6.3 Inspection Points

The QCP shall identify points in the fabrication, manufacturing and/or installation process that are selected for inspection and shall be denoted by the following inspection codes:

- Hold Point (H) Inspection point in the manufacturing cycle, beyond which work shall not proceed without the specified activity, work or function being witnessed. Holding points require written notification to TPT.
- Witness Point (W) An inspection point in the manufacturing cycle that will be witnessed or verified. If TPT confirms it is unable to attend after being provided with the written notification then manufacture may proceed. Witness points require written notification to TPT.
- Review Point (R) A point at which products and quality records are verified and endorsed. Review points are not notifiable points.
- Surveillance (S) An inspection point in the manufacturing cycle during which any activity, work or function is observed. No formal notification is required.

The Supplier/Contractor shall maintain the status of testing and inspection by progressively having the QCP's signed off.

6.4 Revision to Quality Control Plans

Revision of the QCP shall be subject to the same submission, review and acceptance routines as described for the original QCP issue

6.5 Kick off Meeting

After the Contract start date, and prior to manufacture, TPT will require a Kick off Meeting with the Supplier/Contractor to discuss fully the implications of meeting TPT quality requirements. This meeting may be held as part of the Contract kick-off meeting for each package or may be a separate meeting, subject to the critical or complex nature of the work. This requirement for a pre-inspection meeting may be repeated when sub-Supplier/Contractors of key equipment are engaged.

After mobilization of the Contractor, and prior to the commencement of any construction activities, TPT will arrange for a Quality kick-off meeting to discuss fully the implications of meeting the projects' quality requirements. This meeting may be held as part of the formal kick-off meeting for each contractor, or may be a separate meeting subject to the critical or complex nature of the work.

6.6 Schedule of Inspection

The Supplier/Contractor shall submit a Schedule showing the proposed dates for inspections and tests nominated in the QCP where witness and hold points are required. The Schedule shall be regularly updated with progress and issued to TPT to show the current inspection and test status.

6.7 Field Inspection Checklists

For site installation and construction activities, the Supplier/Contractor shall prepare Field Inspection Checklists (FIC's) to permit inspection and testing of installed equipment and constructed facilities in accordance with the respective QCP's.

FIC's shall be provided to TPT for initial review, and shall be used to record the results of inspection and testing (where applicable), and on completion be submitted to TPT to confirm satisfactory completion of the tests and inspections at nominated QCP witness and hold points.

6.8 Inspection Notification

The Supplier/Contractor shall notify TPT in writing at least two calendar weeks prior to the advent of inspections or tests that require witnessing.

For inspections or tests within the country, arrangements shall be confirmed at least two working days before the event. For inspection and tests outside of the country, arrangements shall be confirmed at least seven working days before the event.

Inspection notifications shall include the following essential information:

- Contract Number
- Location of Inspection or Test
- Nature of Inspection or Test
- Date and Time of Inspection or Test
- Name and telephone number of the Supplier/Contractor's Representative.

6.9 Inspection and Testing

The Supplier/Contractor is responsible for the conduct of all Supplier/Contractor inspections and tests, and includes:

- Documenting inspection and tests result in the QCP's and relevant FIC's
- Progressively inspecting the quality of the Scope of Work performed, including that of all Sub-Supplier/Sub-Contractors
- Inspecting to meet all Contractual requirements, in number, type and form
- Inspecting day to day activities, material receipts, issue of material for installation, in-process inspections, and final inspections.

Completed original QCP's and FIC's shall be submitted to TPT in the DP

6.10 Inspection Release

At completion of the Scope of Work, either in total or in phases, TPT may issue an Inspection Release Report (IRR) or a waiver of inspection.

The issue of either an inspection release or waiver of inspection does not relieve the Supplier/Contractor of its obligations under the Contract. The Supplier/Contractor shall ensure a copy of the release note and final expediting release note for transport, where appropriate, is attached to the delivery docket and accompanies the Work to the designated destination indicated in the Contract. Items delivered to TPT without a copy of these documents may not be accepted.

A copy of the inspection release or waiver of inspection shall be included in the DP.

6.11 Special Processes

It is the Supplier/Contractor's responsibility to ensure that all processes which require prequalified procedures and/or work methods are tested and qualified before work begins. This typically covers such activities as welding, non-destructive testing, special fabrication techniques and painting. Unless specified such procedures are the Supplier/Contractor's responsibility and do not require submission to TPT before work begins. When such procedures are requested, no work shall commence until procedures are approved by TPT.

It is the Supplier/Contractor's responsibility to ensure all operators are qualified for the processes in accordance with the procedure and/or applicable standards. Records of qualification of operators shall be maintained by the Supplier/Contractor and made available to TPT when requested.

Records of qualification of procedures and processes shall be maintained by the Supplier/Contractor in accordance with the applicable procedure or code.

6.12 Welding Procedures

Where the Supplier/Contractor's Scope of Work includes fabricated weldments, Welding Procedure Specifications (WPS) defining the method, preparation and sequences to be adopted to achieve a satisfactory welded joint shall be provided for all weld types required in the execution of the Supplier/Contractor's Scope of Work. The procedure shall only be submitted to TPT when requested in the Contract.

WPS shall include all welding essential and non-essential variables for each process used, including appropriate test results and shall comply with the standard or code pertaining to welding required in the execution of the Supplier/Contractor's Scope of Work.

When requested in the Contract a suitably marked "weld map" shall be completed by the Supplier/Contractor for all items to be fabricated. A summary of WPS shall be prepared and when used, shall be identified on the weld map.

Where TPT approval is required, fabrication shall not commence until written approval of WPS and Welding Procedure Qualification Records (WPQR) is received by the Supplier/Contractor. No welding fabrication will be accepted that is not covered by a TPT approved WPS/WPQR.

Welding Procedure Qualification (WPQ) tests may be witnessed by TPT and/or an independent inspection authority. Testing of the specimens prepared during the WPQ Tests shall be carried out by an independent approved testing laboratory independent of the Supplier/Contractor. In certain instances, a certificate to EN 10204 3.1 B may be required which will be clarified at Tender review and clarification stage.

Where actual weld deposit analysis and weld metal physical properties are required for procedure qualification, the information shall be taken from the procedure qualification tests. Data listed in the catalogues of the manufacturer of welding consumables is not acceptable.

Welders/welding operators shall be qualified in accordance with the relevant welding code prior to commencing production fabrication. Specific Welder Qualifications (WQ's) records will be reviewed by TPT in the Supplier/Contractor's works and should NOT be submitted for review.

A register of welders qualified to work shall be maintained by the Supplier/Contractor.

6.13 Material Traceability

Where, and to the extent that material traceability is required, the Contractor shall provide its procedures for the maintenance of material identification throughout all phases of manufacture. Methods of identification, routines for re-stamping or stencilling as appropriate shall be defined and agreed with the Employer.

Adequate records shall be maintained throughout construction enabling traceability of key materials from final product back to original material certificates. The material traceability records shall form part of the DP

The Contractor shall prepare a schedule of materials and equipment that are subject to traceability requirements.

6.14 Material Certification

Where specified in the Contract the following certificates shall be provided to TPT and included in the DP.

- Type A: A Supplier/Contractor's certificate of compliance with the Contract. This certifies that the goods or services are supplied in compliance with the Contract without mention of any test results (EN10204 certificate 2.1).
- Type B: A certificate issued by a laboratory or test facility independent of the Supplier/Contractor's works. It shall quote test results carried out on the product supplied and state whether compliance with the relevant technical standard, code etc has been complied with. (EN 10204 certificate 3.1 B).
- Type C: The same as Type B, the tests are to be witnessed by a third party (EN 10204 certificate 3.1C).

6.15 Non Destructive Testing

The Supplier shall provide all Non Destructive Testing (NDT) procedures for TPT review and approval where specified. The submissions shall detail the procedures for each technique employed and the acceptance criteria.

The Supplier shall maintain records of NDT procedures and Personnel training records and certification and make these available to TPT or their nominated inspector.

The Supplier shall provide repair methods where NDT inspections are failed for TPT to review and retain.

7. Non Conforming Products

7.1 General

The Supplier/Contractor shall establish and maintain procedures to control material or products that do not meet the specified requirements.

All Supplier/Contractor product and/or materials identified as not conforming to requirements shall be dealt with promptly as follows:

- If the Supplier/Contractor discovers material or product which is not in accordance with the requirements of the Contract, i.e. a non conformance (NCR), the Supplier/Contractor shall promptly initiate the non-conformance procedure in terms of the Supplier/Contractor's Quality Management System, advise TPT promptly, and provide a copy of the NCR to TPT
- If TPT or its agent identifies a non-conformance and TPT NCR may be raised.
- Originals of all closed out NCR's shall be included in the DP.

7.2 Corrective and Preventative Action

If the Supplier/Contractor proposes a disposition of any non conforming materials or product which varies from the requirements of the Specification or Contract, such a proposal shall be submitted in writing to TPT whose decision on the proposal shall be obtained in writing before the non conforming material or product is covered up or incorporated into the Works, or is the subject of any other disposition.

The disposition of non-conformances which do not vary the requirements of the Contract, specification or drawings may be approved by the Supplier/Contractor following discussion and agreement with TPT.

8. Concession Requests and Technical Queries

8.1 Concession Requests

Where a Supplier/Contractor requests a Concession to deviate from the requirements of the Contract or specified requirements, the Supplier/Contractor shall raise the request with TPT using the format as shown in Annexure B.

The Concession Requests shall clearly identify all elements of the proposed deviation together with

any resulting technical, commercial and/or schedule impacts.

Completed original Concession Requests shall be included in the DP.

8.2 Technical Queries

For clarification of technical issues (only), Supplier/Contractor may submit a Technical Query Note (TQN) to TPT in accordance with the Contract.

The TQN shall clearly identify all elements of the query, and all supporting documentation and/or drawings shall be attached where appropriate.

Completed original TQN's shall be included in the DP.

9. Inspection, Measuring and Test Equipment

9.1 Calibration

The Supplier/Contractor, including its Sub-Supplier/Sub-Contractors shall ensure the calibration of test and measuring equipment is performed and maintained in accordance with the relevant Supplier/Contractor procedures and/or the equipment manufacturer's specifications.

Where calibration is required by an external laboratory, the Supplier/Contractor shall ensure that the facility selected for calibration possesses current certification. Calibration certificates shall contain a statement that the test equipment is accurate to within specified tolerances.

The Supplier/Contractor should establish the frequency of calibration for each item of equipment (including jigs, fixtures or templates) and record the details in a 'Measuring and Test Equipment Register' (or similar).

9.2 Use of Inspection, Measuring and Test Equipment

The Supplier/Contractor shall ensure that authorised equipment users:

- Use the equipment in accordance with manufacturers instructions, and accepted industry practices
- Ensure the equipment is covered by a current calibration certificate
- Conduct the measurements or tests in accordance with the equipment manufacturer's specifications or other relevant specification
- Prior to commencement of each inspection or test activities:
 - Identify the measurements to be made
 - Determine the accuracy required
 - Select the appropriate inspection, measuring or test equipment for the scope of work.

The supplier shall ensure that personnel using equipment are adequately competent, and where necessary, completed the required training.

9.3 Verification of Previous Test Results

Where the calibration status of the equipment is unknown, expired or has doubtful accuracy, the equipment shall immediately be quarantined, and tagged according to Supplier/Contractor's Quality System procedures. The Supplier/Contractor shall then arrange for either in-house or external calibration, and:

- review all previous test results associated with the suspect equipment
- identify the inspections, measurements or tests required to re-validate the results
- ensure that suitable re-testing is performed with calibrated equipment
- document the results of the re-testing on the respective inspection and test documentation.

10. Quality Records

Supplier/Contractors shall maintain Quality Records necessary to provide objective evidence that demonstrates and verifies achievement of the QA / QC requirements associated with the Scope of Work. All Quality Records, including original source material test certificates and non destructive

test reports, shall be retained by the Supplier/Contractor during the project, and be provided to TPT at the times, and in the quantities specified in the Contract.

The Supplier/Contractor shall collate all quality records in the DP and submit the DP to TPT in accordance with the Contract and all referenced standards and specifications. This DP shall be compiled progressively, and shall be available for review at all phases of manufacture or construction activities.

The Scope of Work shall not be complete until the Supplier/Contractor's DP including the quality records from Sub-Supplier/Sub-Contractors have been reviewed and accepted by TPT.

The DP shall be compiled progressively during the execution of the Scope of Work and shall be made available for review by TPT as required.

Annexure B - Request for Concession

Request for Concession		No: _____ of 2	
A.SUPPLIER/CONTRACTOR SUPPLIED INFORMATION			
SUPPLIER/CONTRACTOR NAME:		CONTRACT NO.:	
SUPPLIER/CONTRACTOR CONCESSION NO.:		DATE:	
Required concession applicable to: (Item/Material/Equipment/Area)			
Description of Concession — Revised Requirements: (Attach Photos if beneficial to TPT understanding)			
Justification:			
(NOTE: This concession will be rejected if the following information is not provided):			
(i) VALUE OF BENEFIT TO CLIENT	(ii) AGREE TO AN EXTENSION OF THE WARRANTY	YES	NO
S/R	IF "YES" WHAT PERIOD?		
References:			
Original Requirements	reference:		
Drawing No.:	Rev.:	Specification	N
Drawing No.:	Rev.:	Specification	O.
Attached applicable	documentation:		N
Requested by:			
(Supplier/Contractor) Name:		Signature	D
Note: Sections B to F on Page 2			

Request for Concession No:			
B. SITE ADMINISTERED CONTRACT?	Yes <input type="checkbox"/>	Nn <input type="checkbox"/>	Go to "D"
Possible QC implications:			
<input type="checkbox"/>	Recommendations Recommended with the following Conditions:	<input type="checkbox"/>	Rejected
Site Construction Manager: _____ Signature: _____ Date: _____			
Site Engineer: _____ Signature: _____ Date: _____			
C. RECOMMENDATION BY CONTRACT ADMINISTRATOR: Name: _____			
Signature _____ Date: _____			
D. RECOMMENDATION BY ENGINEERING:			
<input type="checkbox"/>	Recommended	<input type="checkbox"/>	Rejected
<input type="checkbox"/>	Conditional, with the following		
recommendations:			
Package Engineer: _____ Signature: _____ Date: _____			
Lead Discipline Engineer: _____ Signature: _____ Date: _____			
Engineering Manager: _____ Signature: _____ Date: _____			
Comments:			
E. PROJECT MANAGER DISPOSITION: Accepted <input type="checkbox"/> Rejected <input type="checkbox"/>			
Name: _____ Signature _____ Date: _____			
F. EMPLOYER DISPOSITION: Accepted <input type="checkbox"/> Rejected <input type="checkbox"/>			