

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY FOUR(24) MONTHS

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## **Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

## **REQUEST FOR PROPOSAL (RFP)**

**FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND  
INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL  
TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF  
DURBAN FOR A PERIOD OF TWENTY FOUR (24) MONTHS**

<b>RFP NUMBER</b>	<b>: TNPA/2023/01/0002/20854/RFP</b>
<b>ISSUE DATE</b>	<b>: 05 DECEMBER 2023</b>
<b>COMPULSORY CLARIFICATION</b>	
<b>MEETING:</b>	<b>: 17 JANUARY 2024 VIA TEAMS @10:00 (CAT)</b>
<b>CLOSING DATE</b>	<b>: 31 JANUARY 2024</b>
<b>CLOSING TIME</b>	<b>: 14:00 (CAT)</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS FROM CLOSING DATE</b>

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## Contents

Number	Heading
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### The Tender

#### Part T1: Tendering Procedures

- |      |  |
|------|--|
| T1.1 | Tender Notice and Invitation to Tender |
| T1.2 | Tender Data                            |

#### Part T2: Returnable Documents

- |      |                             |
|------|-----------------------------|
| T2.1 | List of Returnable Document |
| T2.2 | Returnable Schedules        |

### The Contract

#### Part C1: Agreements and Contract Data

- |      |                              |
|------|------------------------------|
| C1.1 | Form of Offer and Acceptance |
| C1.2 | Contract Data (Parts 1 & 2)  |

#### Part C2: Pricing Data

- |      |                      |
|------|----------------------|
| C2.1 | Pricing Instructions |
| C2.2 | Activity Schedule    |

#### Part C3: Scope of Work

- |      |                   |
|------|-------------------|
| C3.1 | Works Information |
|------|-------------------|

#### Part C4: Site Information

- |      |                  |
|------|------------------|
| C4.1 | Site Information |
|------|------------------|

## SBD 1 FORM

### PART A - INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY A DIVISION TRANSNET SOC LTD</b>							
BID NUMBER:	TNPA/2023/01/0002/20854/RFP	ISSUE DATE:	05 DECEMBER 2023	CLOSING DATE:	31 JANUARY 2024	CLOSING TIME:	14:00 (CAT)
DESCRIPTION	FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS						
<b>BID RESPONSE DOCUMENTS SUBMISSION</b>							
<p>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.</p> <p><b>RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.</b></p> <p>The Transnet e-Tender Submission Portal can be accessed as follows:</p> <ul style="list-style-type: none"> <li>▪ Log on to the Transnet eTenders management platform website/Portal (<a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a>) (please use <b>Google Chrome</b> to access Transnet link/site free of charge);</li> <li>▪ Click on "ADVERTISED TENDERS" to view advertised tenders;</li> <li>▪ Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);</li> <li>▪ Click on "SIGN IN/REGISTER" - to sign in if already registered;</li> <li>▪ Toggle (click to switch) the "Log an Intent" button to submit a bid;</li> <li>▪ Submit bid documents by uploading them into the system against each tender selected.</li> <li>▪ No late submissions will be accepted. The bidder guide can be found on the Transnet Portal <a href="https://transnetetenders.azurewebsites.net">transnetetenders.azurewebsites.net</a></li> </ul> <p><b>Note to the bidders:</b></p> <p><i>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</i></p>							
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>				<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>			
CONTACT PERSON	Bongi Machi			CONTACT PERSON	Bongi Machi		
E-MAIL ADDRESS	<a href="mailto:TNPATenderEnquiriesER@transnet.net">TNPATenderEnquiriesER@transnet.net</a>			E-MAIL ADDRESS	<a href="mailto:TNPATenderEnquiriesER@transnet.net">TNPATenderEnquiriesER@transnet.net</a>		
<b>SUPPLIER INFORMATION</b>							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							

VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE	UNIQUE REGISTRATION REFERENCE NUMBER: ..... MAAA: .....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT MUST BE SUBMITTED FOR PURPOSES OF COMPLIANCE WITH THE B-BBEE ACT]</b>					
1.ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2.ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 BELOW.</b>					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. TAX COMPLIANCE REQUIREMENTS

- 1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.



## THE TENDER

## **PART T1: TENDERING PROCEDURES**



TRANSNET NATIONAL PORTS AUTHORITY

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS</b>
<b>TENDER DOWNLOADING</b>	<p>This Tender may be downloaded directly from the two (2) websites and a notification of the advert can be viewed on the CIDB website. <b>ALL FREE OF CHARGE.</b></p> <p>1. National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> ,</p> <p>2. Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link)</p> <p>3. CIDB website <a href="https://www.cidb.org.za/cidbtenders/current-tenders/">https://www.cidb.org.za/cidbtenders/current-tenders/</a> (Notification of tender advert)</p>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory RFP briefing will be conducted electronically via Teams on 17 January 2024, at 10:00 (CAT) for a period of ± 2hours. The briefing session will start punctually, and information will not be repeated for the benefit of prospective Respondents joining late. Bidders must join the briefing session via this link:</p> <p><a href="#">Click here to join the meeting</a></p>
<b>CLOSING DATE</b>	<p><b>14:00 (CAT) on 31 January 2024</b> Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

#### 2. TENDER SUBMISSION

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

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

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



- 
- Click on "ADVERTISED TENDERS" to view advertised tenders;
  - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
  - Click on "SIGN IN/REGISTER" - to sign in if already registered;
  - Toggle (click to switch) the "Log an Intent" button to submit a bid;
  - Submit bid documents by uploading them into the system against each tender selected.
  - **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**
- b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.
- c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

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



- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
  - 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
  - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
  - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
  - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
  - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
  - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
  - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-19], **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
  - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
    - *unduly high or unduly low tendered rates or amounts in the tender offer;*
    - *contract data of contract provided by the tenderer; or*
    - *the contents of the tender returnables which are to be included in the contract.*
5. Transnet will not reimburse any Tenderer for any preparatory costs or other work performed in connection with this Tender, whether or not the Tenderer is awarded a contract.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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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](mailto:Transnet@tip-offs.com)**

## T1.2 TENDER DATA

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

This edition incorporates the amendments made in Board Notice 423 of 2019 in Government Gazette 42622 of 8 August 2019. (see [www.cidb.org.za](http://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	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
<b>Part T: The Tender</b>	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	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:	TBA
	E – mail	<a href="mailto:TNPATenderEnquiriesER@transnet.net">TNPATenderEnquiriesER@transnet.net</a>

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

**1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:**

An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7

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

- 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 **9ME** class of construction work, are eligible to have their tenders evaluated.
- b) Joint Venture (JV)
- Joint ventures are eligible to submit tenders subject to the following:
1. every member of the joint venture is registered with the CIDB;
  2. the lead partner has a contractor grading designation of not lower than one level 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 **9ME** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
- The tenderer shall provide a certified copy of its signed joint venture agreement

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



### 3. Stage Three - Functionality:

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

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion are as stated in C.3.11 below.

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

C.2.12	No alternative tender offers will be considered.		
C.2.13.3	Each tender offer shall be in the <b>English Language</b> .		
C.2.13.5 C2.15.1	<p>The <i>Employer's</i> details and identification details that are to be shown on each tender offer are as follows:</p> <table> <tr> <td>Identification details:</td><td> <p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>Name of Tenderer: .....</li> <li>Contact person and details:.....</li> <li>The Tender Number: TNPA/2023/01/0002/20854/RFP</li> <li>The Tender Description: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.</li> </ul> <p>Documents must be marked for the attention of: <b><i>Employer's Agent: TBA</i></b></p> </td></tr> </table>	Identification details:	<p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>Name of Tenderer: .....</li> <li>Contact person and details:.....</li> <li>The Tender Number: TNPA/2023/01/0002/20854/RFP</li> <li>The Tender Description: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.</li> </ul> <p>Documents must be marked for the attention of: <b><i>Employer's Agent: TBA</i></b></p>
Identification details:	<p>The tender documents must be uploaded with:</p> <ul style="list-style-type: none"> <li>Name of Tenderer: .....</li> <li>Contact person and details:.....</li> <li>The Tender Number: TNPA/2023/01/0002/20854/RFP</li> <li>The Tender Description: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.</li> </ul> <p>Documents must be marked for the attention of: <b><i>Employer's Agent: TBA</i></b></p>		
C.2.13.9	Telephonic, telegraphic, facsimile or e-mailed tender offers will not be accepted.		
C.2.15	<p>The closing time for submission of tender offers is: Time: <b>14:00</b> on <b>31 January 2024</b> Location: The Transnet e-Tender Submission Portal: (<a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a>);</p> <p><b><u>NO LATE TENDERS WILL BE ACCEPTED</u></b></p>		
C.2.16	The tender offer validity period is <b>12 weeks</b> 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 line with the code of good practice, together with the tender;
3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11

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

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

**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).**

<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Sub-criteria points</b>	<b>Maximum number of points</b>
<b>T2.2-04: Previous Experience</b>	"Previous service provider experience in similar works with: 1. Traceable records 2. Reference letters. 3. Contact information"	30	<b>30</b>
<b>T2.2-05:- CV's of Key Personnel</b>	Previous experience of proposed personnel (where applicable, Professional Registration documentation).	15	<b>15</b>

<b>T2.2-06: Methodology/ Approach Paper</b>	<p>The service provider shall submit a comprehensive safety work Method Statement (approach paper) specific to the scope of the Project:</p> <ol style="list-style-type: none"> <li>1. Detail Design,</li> <li>2. Manufacture and supply,</li> <li>3. Procurement of equipment,</li> <li>4. Equipment delivery,</li> <li>5. Testing and installation,</li> <li>6. commissioning, and handover</li> </ol>	25	<b>25</b>
<b>T2.2-07: Delivery Programme</b>	Ability to meet the required project schedule, understand the logic of the works and the resourcing of the submitted project schedule (aligned to activity).	10	<b>10</b>
<b>T2.2-08: Safety Requirements</b>	Compliance to Health and Safety Requirements	7	<b>7</b>
<b>T2.2-09: Environmental Management</b>	Environmental Management	5	<b>5</b>
<b>T2.2-10: Quality</b>	Quality Management	8	<b>8</b>
<b>Maximum possible score for quality</b>			<b>100</b>

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

- T2.2-04 **Evaluation Schedule:** Previous experience
- T2.2-05 **Evaluation Schedule:** CVs of Key Persons
- T2.2-06 **Evaluation Schedule:** Approach Paper
- T2.2-07 **Evaluation Schedule:** Programme
- T2.2-08 **Evaluation Schedule:** SHE (Health and Safety Requirements)
- T2.2-09 **Evaluation Schedule:** Environment Management
- T2.2-10 **Evaluation Schedule:** Quality Management

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

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

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations.

90 where the financial value of one or more responsive tenders received have a value above R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Functionality	60 Points

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

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

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

Table 1: Specific Goals distribution

Selected Specific Goals	Number of points allocated (90/10)
B-BBEE Status Level of Contributor <b>1 or 2</b>	2.00
The promotion of supplier development through subcontracting a minimum of 30% of the value of <ul style="list-style-type: none"> <li>• Manufacturing of the jib portal harbour cranes with crane rails; and</li> <li>• Installation of portal harbour cranes with crane rails and testing including commissioning portions of the contract to /with <b>EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people</b></li> </ul> NB: The full points will be given if both portions of the contract mentioned above have been subcontracted.	8.00
Non-Compliant and/or B-BBEE Level 3-8 contributors	0
<b>Total Points Allocated</b>	<b>10</b>

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines

The promotion of supplier development through subcontracting a minimum of 30% of the value of

- Manufacturing of the jib portal harbour cranes with crane rails
- Installation of portal harbour cranes with crane rails and testing including commissioning portions of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people.

- Sub-contracting agreements and Declaration / Joint Venture Agreement; and
- Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) of the sub-contracted entities.

The maximum points for this bid are allocated as follows:

<b>DISCRIPTION</b>	<b>POINTS</b>
PRICE	90
TOTAL SPECIFIC GOALS ( <b>REFER TO TABLE 1 ABOVE</b> )	10
Total points for Price and Specific Goals must not exceed	100

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

### C.3.13

Tender offers will only be accepted if:

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

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

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

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## **PART T2: RETURNABLE DOCUMENTS**



## **T2.1 List of Returnable Documents**

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

- T2.2-01 **Stage One** - Eligibility with regards to attendance at the compulsory clarification meeting
- T2.2-02 **Stage Two** - CIDB: Eligibility Criteria Schedule - CIDB Registration
- T2.2-03 Technical Pre-Qualification For The Key Personnel

### **2.1.2 Stage Three - Functionality**

- T2.2-04 **Evaluation Schedule:** Previous experience
- T2.2-05 **Evaluation Schedule:** CVs of Key Persons
- T2.2-06 **Evaluation Schedule:** Methodology/Approach Paper
- T2.2-07 **Evaluation Schedule:** Programme
- T2.2-08 **Evaluation Schedule:** Health and Safety Requirements
- T2.2-09 **Evaluation Schedule:** Environmental Management
- T2.2-10 **Evaluation Schedule:** Quality Management

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-11 Authority to submit tender
- T2.2-12 Record of addenda to tender documents
- T2.2-13 Letter of Good Standing
- T2.2-14 Risk Elements
- T2.2-15 Availability of equipment and other resources
- T2.2-16 Schedule of proposed Subcontractors
- T2.2-17 Capacity and ability to meet delivery schedule

#### **Agreement and Commitment by Tenderer:**

T2.2-18 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

**Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1. ANNEX G Compulsory Enterprise Questionnaire**

T2.2-19 SBD 5 (NIPP)

T2.2-20 Non-Disclosure Agreement

T2.2-21 RFP Declaration Form

T2.2-22 RFP – Breach of Law

T2.2-23 Certificate of Acquaintance with Tender Document

T2.2-24 Service Provider Integrity Pact

T2.2-25 Supplier Code of Conduct

T2.2-26 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-27 Domestic Prominent Influential Persons (DPPI) Or Foreign Prominent Public Officials (FPPO)

T2.2-28 Job Creation

**2.1.4 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 Foreign Exchange requirements

T2.2-32 Forecast Rate of Invoicing

T2.2-33 Three (3) years audited financial statements

**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**

## **Returnable Schedules**

**These schedules are required for eligibility purposes**

**T2.2-01: Eligibility Criteria Schedule: Certificate of Attendance at Tender Clarification Meeting**

This is to certify that

(Company Name  
or member of a  
Joint Venture)

Represented  
By:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	<b>Teams</b>  <a href="#">Click here to join the meeting</a>	
On (date)	<b>17 January 2024</b>	<b>Starting time: 10:00 (CAT)</b>

**Attendance of the above company/joint venture at the meeting was confirmed:**

Name

Signature

**For and on Behalf of the  
Employer.**

Date

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

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **9ME** construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **9ME** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

**T2.2-03: TECHNICAL PRE-QUALIFICATION FOR THE KEY PERSONNEL THAT WOULD BE RESPONSIBLE OF THE EXECUTION OF THIS PROJECT.**

**NB: Any tenderer that fail to submit any of the registered proposed key personnel as listed below will be regarded as unacceptable.**

<b>No</b>	<b>Evaluation Criteria</b>	<b>Proof of registration with registration number (MUST be submitted)</b>
<b>1</b>	<b>Project Manager</b> – must be registered in the category Pr.CPM with the (PrCPM/SACPCMP) or equivalent	
<b>2</b>	<b>Construction Manager</b> – must be registered in the category Pr.PM with the South African Council for the Project and Construction Management Professions (PrCM/SACPCMP) or equivalent	
<b>3</b>	<b>Mechanical Engineer-</b> must be registered with the Engineering Council of South Africa (ECSA) (Pr Eng / Pr Tech Eng/Pr Cert Eng) or equivalent	
<b>4</b>	<b>Civil Engineer or Civil Technologist--</b> must be registered with the Engineering Council of South Africa ECSA (Pr Eng / Pr Tech Eng) or equivalent.	
<b>5</b>	<b>Electrical Engineer</b> -must be registered with the Engineering Council of South Africa ECSA (Pr Eng / Pr Tech Eng/Pr Cert Eng) or equivalent	
<b>6</b>	<b>Structural Engineer-</b> must be registered with the Engineering Council of South Africa ECSA (Pr Eng / Pr Tech Eng) or equivalent	
<b>7</b>	<b>Qualified Safety Officer</b> - must be registered with South African Institute of Occupational Safety and Health (SAIOSH) or. South African Council for the Project and Construction Management Professions (SACPCMP) or equivalent.	

**These schedules will be utilised for  
Functionality evaluation purposes**



## **T2.2-04: Evaluation Schedule: Previous Experience (30)**

### **Note to tenderers:**

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.

Construction of similar works as detailed in the Works Information with reference to the following components:

- Proven industrial design capability of jib cranes and/or similar (Port Harbour cranes, ship-to-shore cranes, gantry mounted cranes, rubber tyred gantry and portal harbour cranes)
- Proven industrial design capability of industrial rail .
- Proven industrial manufacturing of jib cranes and/or similar (Port Harbour cranes, ship-to-shore cranes, gantry mounted cranes, rubber tyred gantry and portal harbour cranes)
- Proven industrial rail installations.
- Proven installation of jib cranes and/or similar (Port Harbour cranes, ship-to-shore cranes, gantry mounted cranes, rubber tyred gantry and portal harbour cranes)

Reference letter or completion certificate to substantiate experience indicated must cover the following: **Client name and contact details, project description, duration, project completion date and contract value**

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

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

Evaluation Schedule:						30
T2.2-04: Previous Experience						
Criteria	Sub-Criteria	Criteria	Scoring	Criteria Matrix	Weighting Matrix	Weighting
<p>"Previous service provider experience in similar works with:</p> <p>1. Traceable records</p> <p>2. Reference letters and Completion Certificates</p> <p>3. Contact information"</p>	<p>"Similar works of 1 or more projects with the following components:</p> <p>1. Proven industrial design capability of jib cranes and/or similar (Port Harbour cranes, ship-to-shore cranes, gantry mounted cranes, rubber tyred gantry and portal harbour cranes</p> <p>2. Proven industrial design capability of industrial rail .</p> <p>3. Proven industrial manufacturing of jib cranes and/or similar (Port Harbour cranes, ship-to-shore cranes, gantry mounted cranes, rubber tyred gantry and portal harbour cranes</p> <p>4. Proven industrial rail installations.</p> <p>5. Proven installation of jib cranes and/or similar (Port Harbour cranes, ship-to-shore cranes, gantry mounted cranes, rubber tyred gantry and portal harbour cranes</p> <p>Note: The accepted supporting information will only be from the legal partners (Consortium or Joint Ventures). The sub-contractors with no legal binding partnership will not be considered.</p>	<p>1 or more projects with 3 of the listed components.</p>	1 or more projects with all listed components.	100%	100%	
			1 or more projects with 4 of the listed components.	80%		
			1 or more projects with 3 of the listed components.	60%		
			1 or more projects with 2 of the listed components.	40%		
			1 or more projects with 1 of the listed components.	20%		
			No similar projects submitted.	0		

TRANSNET NATIONAL PORTS AUTHORITY

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DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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TRANSNET



## T2.2-05: Evaluation Schedule - CV's of Key Personnel (15)

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

1. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
  - i. Relevant experience - Proven industrial design capability, industrial manufacturing and installation of Port Harbour cranes and/ or similar and industrial rail installations for project managers, construction managers, engineers. *(The relevance of the experience will assessed against the discipline/key person)*
  - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
2. Comprehensive CV's should be attached to this schedule:

As a minimum each CV should address the following, but not limited to;

- i. Personal particulars
  - a. Name
  - b. Place (s) of tertiary education and dates associated therewith
  - c. Professional awards
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and valid professional registrations)
- iii. Name of current employer and position in enterprise
- iv. Overview of post graduate experience (year, organization and position)
- v. Outline of recent assignments / experience that has a bearing on the Scope of Works

List of Key Persons assigned to the above disciplines

No.	Key Persons	Number of years and experience required	CV attached (Yes/No)
1	Project Managers (PrCPM/SACPCMP) registered	7 years of experience of which 3 years is after registration	
2	Construction Manager (PrCM/SACPCMP) registered."	7 years of experience of which 3 years after registration	



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3	Mechanical Engineer ECSA (Pr Eng / Pr Tech Eng/Pr Cert Eng) registered.	7 years of experience of which 3 years after registration	
4	Structural Engineer / Structural Technologist  ECSA (Pr Eng / Pr Tech Eng) registered	7 years of experience of which 3 years after registration	
5	Civil Engineer or Civil Technologist  ECSA (Pr Eng / Pr Tech Eng) registered	7 years of experience of which 3 years after registration	
6	Electrical Engineer ECSA (Pr Eng / Pr Tech Eng/Pr Cert Eng) registered. "	7 years of experience of which 3 years after registration	
7	Number of Fitters with CVs (Heavy Industrial Equipment)"	6 or more Artisans with 3-5 years of experience and trade test that is endorsed/approved by the Dept. of Labour	
8	Number of Certified Electrician with CVs	6 or more Artisans with 3-5 years of experience and trade test that is endorsed/approved by the Dept. of Labour	
9	Qualified Safety Officer registered with South African Institute of Occupational Safety and Health (SAIOSH or. SACPCMP)	7 years of experience of which 3 years after registration	

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

Criteria	Sub-Criteria	Minimum Required Experience	Scoring	Criteria Matrix	Weighting Matrix	Weighting/Points
<b>Evaluation Schedule:</b> <b>T2.2-04: Track Record (Lead Resources)</b>					<b>100%</b>	<b>15</b>
Previous experience of proposed personnel (where applicable, Professional Registration documentation).	Project Managers (PrCPM/SACPCMP) registered	7 years of experience of which 3 years is after registration	<b>10 years and more</b> of experience of which 5 years is after registration	100%	10%	1.5
			<b>8 years and more</b> of experience of which 4 years is after registration	80%		
			<b>7 years and more</b> of experience of which 3 years is after registration	60%		
			<b>5 years and more</b> of experience of which 2 years is after registration	40%		
			<b>3 years and more of experience of which 1 years is after registration</b>	20%		
			<b>Less than 3 years</b> of experience or no professional registration	0		
	Construction Manager (PrCM/SACPCMP) registered."	7 years of experience of which 3 years is after registration	<b>10 years and more</b> of experience of which 5 years is after registration	100%	10%	1.5
			<b>8 years and more</b> of experience of which 4 years is after registration	80%		
			<b>7 years and more</b> of experience of which 3 years is after registration	60%		
			<b>5 years and more</b> of experience of which 2 years is after registration	40%		
			<b>3 years and more of experience of which 1 years is after registration</b>	20%		
			<b>Less than 3 years</b> of experience or no professional registration	0		
	Mechanical Engineer ECSA (Pr Eng / Pr Tech Eng/Pr Cert Eng) registered.	7 years of experience of which 3 years is after registration	<b>10 years and more</b> of experience of which 5 years is after registration	100%	20%	3
			<b>8 years and more</b> of experience of which 4 years is after registration	80%		
			<b>7 years and more</b> of experience of which 3 years is after registration	60%		
			<b>5 years and more</b> of experience of which 2 years is after registration	40%		
			<b>3 years and more of experience of which 1 years is after registration</b>	20%		
			<b>Less than 3 years</b> of experience or no professional registration	0		
	Structural Engineer or Structural Technologist ECSA (Pr Eng / Pr Tech Eng) registered."	7 years of experience of which 3 years is after registration	<b>10 years and more</b> of experience of which 5 years is after registration	100%	10%	1.5
			<b>8 years and more</b> of experience of which 4 years is after registration	80%		
			<b>7 years and more</b> of experience of which 3 years is after registration	60%		
			<b>5 years and more</b> of experience of which 2 years is after registration	40%		
			<b>3 years and more of experience of which 1 years is after registration</b>	20%		
			<b>Less than 3 years</b> of experience or no professional registration	0		
	Civil Engineer or Civil Technologist ECSA (Pr Eng / Pr Tech Eng) registered."	7 years of experience of which 3 years is after registration	<b>10 years and more</b> of experience of which 5 years is after registration	100%	10%	1.5
			<b>8 years and more</b> of experience of which 4 years is after registration	80%		
			<b>7 years and more</b> of experience of which 3 years is after registration	60%		
			<b>5 years and more</b> of experience of which 2 years is after registration	40%		

Criteria	Sub-Criteria	Minimum Required Experience	Scoring	Criteria Matrix	Weighting Matrix	Weighting/P oints
			<b>3 years and more of experience of which 1 years is after registration</b>	20%		
			<b>Less than 3 years</b> of experience or no professional registration	0		
	Electrical Engineer ECSA (Pr Eng / Pr Tech Eng/Pr Cert Eng) registered. "	7 years of experience of which 3 years is after registration	<b>10 years and more</b> of experience of which 5 years is after registration	100%	10%	1.5
			<b>8 years and more</b> of experience of which 4 years is after registration	80%		
			<b>7 years and more</b> of experience of which 3 years is after registration	60%		
			<b>5 years and more</b> of experience of which 2 years is after registration	40%		
			<b>3 years and more of experience of which 1 years is after registration</b>	20%		
			<b>Less than 3 years</b> of experience or no professional registration	0		
	Number of Fitters with CVs (Heavy Industrial Equipment)"	6 or more Artisans with 3-5 years of experience after Dept. of Labour approved trade test	<b>9 or more Artisans</b> of which 5 years or more of experience and trade test that is endorsed/approved by the Dept. of Labour	100%	10%	1.5
			<b>7 or more Artisans</b> , of which 5 years or more of experience and trade test that is endorsed/approved by the Dept. of Labour	80%		
			<b>6 or more Artisans</b> with 3-5 years of experience and trade test that is endorsed/approved by the Dept. of Labour	60%		
			<b>5 Artisans</b> , with 3-5 years of experience and trade test that is endorsed/approved by the Dept. of Labour	40%		
			<b>4 Artisans</b> with 3-5 years of experience and trade test that is endorsed/approved by the Dept. of Labour	20%		
			<b>0-3 Artisans</b> or Artisans have less than 3 years or Non-submission	0		
	Number of Certified Electrician with CVs	6 or more Artisans with 3-5 years of experience after Dept. of Labour approved trade test	<b>9 or more Artisans</b> with 5 years or more of experience and trade test that is endorsed/approved by the Dept. of Labour	100%	10%	1.5
			<b>7 or more Artisans</b> , with 5 years or more of experience and trade test that is endorsed/approved by the Dept. of Labour	80%		
			<b>6 or more Artisans</b> with 3-5 years of experience and trade test that is endorsed/approved by the Dept. of Labour	60%		
			<b>5 Artisans</b> with 3-5 years of experience and trade test that is endorsed/approved by the Dept. of Labour	40%		
			<b>4 Artisans</b> with 3-5 years of experience and trade test that is endorsed/approved by the Dept. of Labour	20%		
			<b>0-3 Artisans</b> or Artisans have less than 3 years or Non-submission	0		
	Qualified Safety Officer registered with South African Institute of Occupational Safety and Health (SAIOSH or. SACPCMP)	7 years of experience of which 3 years is after registration	<b>10 years and more</b> of experience of which 5 years is after registration	100%	10%	1.5
			<b>8 years and more</b> of experience of which 4 years is after registration	80%		
			<b>7 years and more</b> of experience of which 3 years is after registration	60%		
			<b>5 years and more</b> of experience of which 2 years is after registration	40%		

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Criteria	Sub-Criteria	Minimum Required Experience	Scoring	Criteria Matrix	Weighting Matrix	Weighting/P oints
			<b>3 years and more of experience of which 1 years is after registration</b>	20%		
			<b>Less than 3 years</b> of experience or no professional registration	0		



## **T2.2-06: Evaluation Schedule – Methodology/Approach Paper (25)**

The Tenderer to submit an approach paper which responds to the *works* and outlines the proposed approach / methodology.

The Tenderer shall submit a comprehensive Method Statement specific to the scope of the Project:

1. Detailed Design,
2. Manufacture and supply,
3. Procurement of equipment,
4. Equipment delivery,
5. Testing and installation,
6. Commissioning and handover

The Tenderer should keep the approach paper specific to the scope of work and concise i.e should not be more than 15 pages

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

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

The scoring of the approach paper will be as follows:

<b>Evaluation Schedule:</b>					<b>25</b>
<b>T2.2-05: Method Statement (Relevant to this Project)</b>					
Method Statement detailing a comprehensive execution plan of Scope of Work	The tenderer shall submit a comprehensive safety work Method Statement specific to the scope of the Project:  1. Detail Design, 2. Manufacture and supply, 3. Procurement of equipment, 4. Equipment delivery, 5. Testing and installation, 6. commissioning, and handover	Submission has addressed all requirements in detail and in compliance to scope of work.	No response or submission, or the applicable document was not submitted	0%	
			Tenderer's method statement has covered one-two (1-2) activity specific to the scope of the Project as listed.	20%	
			Tenderer's method statement has covered three (3) activities specific to the scope of the Project as listed.	40%	
			Tenderer's method statement has covered four (4) activities specific to the scope of the Project as listed.	60%	
			Tenderer's method statement has covered five (5) activities specific to the scope of the Project as listed.	80%	
			Tenderer's method statement has covered six (6) activities specific to the scope of the Project as listed.	100%	

## **T2.2-07: Evaluation Schedule: Delivery Programme (10)**

### **Note to tenderers:**

#### Programme

The Tenderer details the proposed programme below or refers to his proposed programme and attaches it to this schedule. The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed level 4 programme showing but not limited to the following:

- A level 4 construction Schedule. 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.
- Schedule duration not exceeding 24 months.
- Ability to execute the works in terms of the Employer's requirements within twenty-four (24) months' timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to provide the works in a logical sequence..
- Dates when the Contractor will need access to any part of the Site, acceptances, plant and material, or works to be provided by the Employer.
- Starting Date, Key Dates, Planned Completion Date & Completion Date
- Provisions for Float and Risk Allowance.

#### Note : Schedule Levels

Level 1 Master Schedule- defines the major operations interfaces between engineering design, procurement , fabrication and assembly of plant and materials, transportation, construction and pre-commissioning, commission and completion.

Level 2 Project Schedule – summary schedules 'rolled up' from level 3 Project Schedule described below.

Level 3 Project Schedule – detail schedules generated to demonstrate all operations identified on the programme from starting date to completion.

Level 4 Project Schedule - detailed schedules generated to demonstrate all operations identified on the contractor relating to all operations identified on the programme representing the daily activities by each discipline.:

item	Evaluation Criterion	Distribution	Weighting
1	Schedule consist of Start Date and Completion date, and entire project duration is within 24 Months.	20%	10
2	Activities to be logically linked using critical path method (CPM). (Show critical path, predecessors and successors column)	20%	
3	Level 4 Schedule , key milestones and float	20%	
4	All activity durations to be realistic and can be e measured in days, weeks and months (Show Duration Column) supported with cashflows, long lead items and basis of schedule document	20%	
5	Basis of Schedule Document	20%	

item	No response	Very Poor	Poor	Acceptable response	Good Response	Excellent response	Weighting
	Score 0	Score 20	Score 40	Score 60	Score 80	Score 100	<b>10</b>
1	No response or starting date and completion date <b>above 30 months</b>	starting date and completion date is shown and duration is <b>27-30 months</b>	starting date and completion date is shown and duration is <b>25-26 months</b>	starting date and completion date is shown and duration is <b>24 months</b>	starting date and completion date is shown and duration is <b>18-23 months</b>	starting date and completion date is shown and duration is <b>less than 18 months</b>	20%
2	No response or schedule does not link activities using CPM.	All activities on critical path are partially linked using CPM and <b>open ends in Predecessors and Successors</b> (Show critical path, Predecessors and Successors Column on gantt Chart	All activities on critical path are partially linked using CPM and <b>have predecessors and open in Successors</b> (Show critical path, Predecessors and Successors Column on gantt Chart	All activities on critical path are properly linked using CPM and <b>no open ends in between Predecessor and Successors</b> (Show critical path, Predecessors and Successors Column on gantt Chart)	All activities on critical path are properly linked using CPM and no open ends in between Predecessor and Successors (Show critical path, Predecessors and Successors Column on gantt Chart). <b>All activities in the schedule are linked</b>	All activities on critical path are properly linked using CPM and <b>no open ends in between Predecessor and Successors</b> (Show critical path, Predecessors and Successors Column on gantt Chart). All activities in the schedule are linked and <b>WBS is provided.</b>	20%
3	No response or schedule is is not level 4, 3, and 2.	The schedule is partial complete (Level 2)	The schedule is detailed (Level 3)	The schedule is complete and detailed (Level 4)	The schedule is complete and detailed (Level 4) and <b>key milestones</b> have been submitted (Show key milestones Column on gantt Chart)	The schedule is complete and detailed (Level 4), and schedule consist of <b>Float</b> and <b>key milestones</b> (Show key milestones and float Column on gantt Chart)	20%
4	No response	Some activites duration are broken down to <b>Months</b> (Show duration coulumn)	Some activites duration are broken down to <b>Months and Weeks</b> (Show duration coulumn)	All activites duration to be realistic and are broken down to <b>Months, Weeks and Days</b> (Show duration coulumn)	All activites duration are broken down to <b>Days</b> (Show duration coulumn) and the schedule is supported with a <b>cash flow forecast</b> and <b>list of long lead items</b>	All activites duration to be realistic and are broken down to <b>Days</b> (Show duration coulumn) and the schedule is supported with a <b>cash flow forecast, list of long lead items</b> and <b>basis of schedule document</b>	20%
5	No response	Basis of schedule covering : Assumptions used in developing the schedule	Basis of schedule covering : Assumptions used in developing the schedule, <b>Path of Execution/Execution</b>	Basis of schedule covering : Assumptions used in developing the schedule, Path of Execution/Execution	Basis of schedule covering : Assumptions used in developing the schedule, Path of Execution/Execution Sequence, key dates, critical	Basis of schedule covering : Assumptions used in developing the schedule, Path of Execution/Execution	20%



			<b>Sequence, key dates and risk allowance applied.</b>	Sequence, key dates, critical path, risk allowance applied <b>and issues &amp; concerns</b>	path, risk allowance applied. issues & concerns and <b>list of identified risk with mitigation measures</b>	Sequence, key dates, critical path, risk allowance applied. issues & concerns, list of identified risk with mitigation measures and <b>Opportunities to improve schedule timelines.</b>	
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**T2.2-08: Evaluation Schedule: Health and Safety Requirements (7)**

Submit the following documents as a minimum with your tender:

- 1.** 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.
- 2.** Roles & Responsibilities, such as S16.2 CEO, CR8.1 Construction Manager, CR8.5 Safety officer, CR8.7 Construction Supervisor, CR9.1 Risk Assessor, 17.1 SHE Reps, etc. as per the Occupational health and safety Act 85 of 1993 and COVID -19 Compliance Officer.
- 3.** Overview of the project specific Task Risk Assessment (RA), indicating major activities of the project namely:
  - Site establishment (Loading and offloading of containers; connection and of electricity and water supply; termination or isolation of electrical and water supply, connection and termination of plumbing services.
  - Civil Works: (rail and its associated works)
  - Mechanical works: delivery and Installation of cranes and its associated componest/machinery
  - Electrical works: power
  - Electrical works: electrical systems
- 4.** Complete and return with RFP the Contractor Safety Questionnaire included to this Evaluation Schedule as a returnable, attach all required supporting documents and complete your company three-years synopsis of SHE incidents, description, type and action taken to prevent re-occurrence.
- 5.** Evidence that the Principal Contractor have made adequate provisions for the cost of Health & Safety "Activity Schedule": CR 3(5) (b)(iii) read with CR 5(1)(g)





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**Attached submissions to this schedule:**

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**The scoring of the Tenderer's Health and safety requirements will be as follows:**



Points (7)	1	1	2	2	1
	<b>Policy (State points allocated)</b> 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.	<b>Roles &amp; Responsibilities</b> 1) S16.2 CEO 2) 8.1 Construction Manager - SACPCMP registration as Pr. Construction Manager, 3) 8.5 SACPCMP Registered Construction Health and Safety officer, 4) 8.7 Construction Supervisor, 5) 9.1 Risk Assessor, 6) 17.1 SHE Rep as per the Occupational health and safety Act 85 of 1993 and 7) COVID-19 Compliance Officer	<b>Overview of the Baseline risk assessment</b> Indicating major activities of the project i.e. installation, commissioning and handover of the following packages: 1) Site establishment 2) Civil works 3) Mechanical works 4) Electrical works: Power 5) Electrical works: Electrical systems	<b>Safety Questionnaire</b> Complete and return with tender documentation the Contractor Safety Questionnaire with required all supporting documentation included as an Annexure.	<b>Cost Breakdown Sheet.</b> Submission of completed cost breakdown sheet covering health and safety budget allocation.
<b>Score 0</b>	The Tenderer has submitted no information to determine a score.				



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<b>Score 20</b>	<b>1 of the 5</b> key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	<b>≤2 of the 7</b> Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	<b>1 of the 5</b> submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	Information supplied is totally insignificant / inadequate to achieve the required standard of service and total score of supporting documents as per the allocated <b>points is 2</b> on the returnable safety questionnaire.	Health and safety Budget submitted is totally insignificant / inadequate to achieve the required standard of service, Greater than 0% upto 1% of the tender value.
<b>Score 40</b>	<b>2 of the 5</b> key policy components are recognized and meet the <i>Employer's</i> requirement and it is signed by the Chief Executive Officer.	<b>2 ≤ 4 of the</b> Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	<b>2 of the 5</b> submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	Poor response / answer / solution lacks convincing evidence, medium risk that stated Employer's requirements will not be met and total score of supporting documents as per the allocated <b>points is 3</b> on the returnable safety questionnaire.	Health and safety Budget submitted is insignificant / inadequate / answer / solution to the returnable, Employer's health and safety requirements will not be met, greater than 1% upto 2% of the tender value.
<b>Score 60</b>	<b>3 of the 5</b> key policy components are recognized and meet the <i>Employer's</i> requirements and it is	<b>5 of the 7</b> Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction	<b>3 of the 5</b> submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	Satisfactory response / answer / solution to the particular aspect of the requirement, evidence given that the stated Employer's	Health and safety Budget submitted is Satisfactory response / answer / solution to the returnable, Employer's

	signed by the Chief Executive Officer.	regulations and TNPA health and safety specification.		requirements will be met and total score of supporting documents as per the allocated <b>points is 4</b> on the returnable safety questionnaire.	health and safety requirements will be met, greater than 2% upto 3% of the tender value.
<b>Score 80</b>	<b>4 of the 5</b> key policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	<b>6 of the 7</b> Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	<b>4 of the 5</b> submitted task risk assessment specific to the project and covers all the outline sub-activities, applicable to the task.	Good response / answer / solution which demonstrates real understanding and evidence of ability to meet stated Employer's requirements and total score of supporting documents as per the allocated <b>points is 5</b> on the returnable safety questionnaire.	Health and safety Budget submitted is good response / answer / solution to the returnable, Employer's health and safety requirements will be met, greater than 3% upto 4% of the tender value.value.
<b>Score 100</b>	<b>All 5 key</b> policy components are recognized and meets the <i>Employer's</i> requirements and it is signed by the Chief Executive Officer.	<b>All 7</b> Roles and responsibilities are in compliance as per the Works Information and meet the Occupational health and safety Act as per construction regulations and TNPA health and safety specification.	<b>all 5</b> submitted task risk assessments specific to the project and covers all the outline sub-activities, applicable to the task.	Very good response / answer / solution gives real confidence that the tenderer is most likely to ensure compliance with stated Employer's requirements and total score of supporting documents as per the	Health and safety Budget submitted is very good response / answer / solution to the returnable, Employer's health and safety requirements will be



TRANSNET NATIONAL PORTS AUTHORITY

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				allocated <b>points is 6</b> on the returnable safety questionnaire.	met, greater than 4% of the tender value.
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## Contractor 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 workday cases								
	Number of lost time injury cases								
	Number of fatal injuries								
	Total recordable frequency								
	Lost time injury frequency								
	Number of worker manhours								
	Action taken to prevent re-occurrence								
	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 Workday 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)						Yes		No
									1

2. Citations									
2A	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? If yes, provide details:					Yes		No	
2B	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? If yes, provide details:					Yes		No	
3. Citations									
	Does your company have a Certificate of Recognition?					Yes		No	
	If yes, what is the	Certificate No:		Issue Date:					
4. Safety Program									
4A	Submit your company written health and safety plan? Submit for provide a copy for review							2	
4C	Health and safety plan should contain the following elements								
		Yes	No		Yes	No			
	Health and Safety Policy			Competence, Training and Awareness					
	Incident Management, reporting and Investigation			Emergency Preparedness/Response					
	Recordkeeping & Statistics/Manhours Reporting			Hazard Identification and Risk Assessment and Training					
	Reference to Legislation			Permit to Work					
	Site Establishment and Rehabilitation			Safe Work Procedures and Safe operating procedures					
	Roles and Responsibilities			Workplace Inspections					
	Alcohol, Drugs and Other Intoxicating Substances			Occupational Hygiene and Covid19					
	Personal Protective Equipment			Measuring and Monitoring					
	Working at Height			Communication, Participation and Consultation					
	Excavations			Signs and Notices					
	4C	Submit your company pocket safety booklet for field distribution?							
5. Training Program									
5A	Attach orientation program for new hire employees? include a course outline. Does it include any of the following:							1	
		Yes	No		Yes	No			
	General Rules & Regulations			Confined Space Entry					
	Emergency Reporting			Trenching & Excavation					
	Injury Reporting			Signs & Barricades					

	Legislation			Dangerous Holes & Openings		
	Right to Refuse Work			Rigging & Cranes		
	Personal Protective Equipment			Mobile Vehicles		
	Emergency Procedures			Preventative Maintenance		
	Project Safety Committee			Hand & Power Tools		
	Housekeeping			Fire Prevention & Protection		
	Ladders & Scaffolds			Electrical Safety		
	Fall Arrest Standards			Compressed Gas Cylinders		
	Aerial Work Platforms			Weather Extremes		
5B	Submit a program for training newly hired or promoted supervisors? Tenderer must submit an outline for evaluation which include instruction on the following:					
		Yes	No		Yes	No
	Employer Responsibilities			Safety Communication		
	Employee Responsibilities			First Aid/Medical Procedures		
	Due Diligence			New Worker Training		
	Safety Leadership			Environmental Requirements		
	Work Refusals			Hazard Assessment		
	Inspection Processes			Pre-Job Safety Instruction		
	Emergency Procedures			Drug & Alcohol Policy		
	Incident Investigation			Progressive Disciplinary Policy		
	Safe Work Procedures			Safe Work Practices		
	Safety Meetings			Notification Requirements		
<b>6. Safety Activities</b>						
6A	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?					
6B	Do you hold site safety meetings for field employees? If Yes, how often?	Yes	No	Daily	Weekly	Biweekly
6C	Do you hold site meetings where safety is addressed with management and field supervisors?	Yes	No	Weekly	Biweekly	Monthly
6D	Is pre-job safety instruction provided before to each new task?	Yes				No
	Is the process documented?	Yes				No
	Who leads the discussion?					



6E	Do you have a hazard assessment process?				Yes		N		
	Are hazard assessments documented?				Yes		N		
	If yes, how are hazard assessments communicated and implemented on each project?								
	Who is responsible for leading the hazard assessment process?								
6F	Submit your company policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health & Safety Program?								
6G	How does your company measure its H&S success? Attach separate sheet to explain								
<b>7. Safety Stewardship</b>									
7A	Are incident reports and report summaries sent to the following and how often?				Yes	No	Monthly	Quarterly	Annually
	Project/Site Manager								
	Vice President/Managing Director								
	Safety Director/Manager								
	President/Chief Executive Officer								
7B	How are incident records and summaries kept? How often are they reported internally?				Yes	No	Monthly	Quarterly	Annually
	Incidents totalled for the entire company								
	Incidents totaled by project								
	Subtotalled by superintendent								
	Subtotalled by foreman								
7C	How are the costs of individual incidents kept? How often are they reported internally?				Yes	No	Monthly	Quarterly	Annually
	Costs totalled for the entire company								
	Costs totaled by project								
	Subtotalled by superintendent								
	Subtotalled by foreman/general foreman								
7D	Does your company track non-injury incidents?				Yes	No	Monthly	Quarterly	Annually
	Near Miss								
	Property Damage								
	Fire								
	Security								
	Environmental								
<b>8. Personnel</b>									
List key health and safety officers planned for this project. Attach resume (CV and qualification and proof of registration with SACPCMP).								2	
Name		Position / Title		Designation					
				Category		SACPCMP Number			
<b>9. References</b>									
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			Telephone Number			


## TNPA Estimate Health and Safety Cost Breakdown

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			

<b>Total Health and Safety Estimate (R)</b>	
<b>Total Estimate Value (R)</b>	



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<b>H&amp;S Cost as % of Tender value</b>	
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## **T2.2-09: Evaluation Schedule: Environmental Management (5)**

The Tenderer must review the following documents for context to meet the environmental requirements, namely:

- Transnet National Ports Authority standard environmental specification for construction and maintenance works in the Port of Durban.
- Port of Durban EMP Guidelines.

The tenderer shall provide a detailed Environment Management Plan (EMP) specific to the scope of the project.

The EMP must identify the possible environmental impacts of the proposed activity; and include measures to minimise, mitigate and manage these impacts.

The EMP must include but not limited to the following sections.

1. Dust Management.
2. Noise control.
3. Management of hazardous chemical and flammable substances.
4. Pollution control and spill response.
5. Waste Management.
6. Environmental education and awareness.
7. Housekeeping.
8. Environmental Laws and Regulations relevant to the project.
9. Protection of the fauna and flora.
10. Management responsibilities.
11. Protection of sensitive/ no-go areas.
12. Monitoring and reporting.
13. The EMP must include an environmental policy signed by Top Management which, as a minimum:
  - Is appropriate given the purpose and context of the tenderer's business,
  - Includes a commitment to fulfil the tenderer's environmental compliance (legal) obligations;
  - Includes a commitment to the protection of the environment, including prevention of pollution;
  - Provides framework for setting environmental objectives; and
  - Includes a commitment to continual improvement of their EMS;

By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements and in particular Transnet policy statements and environmental specifications.

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

<b>Points</b>	<b>5</b>
<b>Score 0</b>	<b>0=</b> Environmental Management Plan (EMP) for the proposed activities not submitted
<b>Score 20</b>	<b>20=</b> Service provider has submitted an EMP with five (5) or less out of 13 key elements met.
<b>Score 40</b>	<b>40=</b> Service provider has submitted an EMP with Six (6) key elements out of 13 met.
<b>Score 60</b>	<b>60=</b> Service provider has submitted an EMP with seven (7) to eight (8) key elements out of 13 met.
<b>Score 80</b>	<b>80=</b> Service provider has submitted an EMP with nine (9), to twelve (12) key elements out of thirteen (13) met.
<b>Score 100</b>	<b>100=</b> Service provider has submitted an EMP with thirteen (13) key elements met.

\*As per defined Evaluation Criteria

*Note: Key element number 13 will only be counted if submitted with all its sub criteria's.*

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**T2.2-10: Evaluation Schedule: Quality Management  
Functionality Criteria (8 points)**

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard TNPA-QUAL-REQ-014.1- General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements and should include but not be limited to:

1. Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
2. Quality Policy that is aligned to ISO 9001:2015 requirements.
3. Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-014.1 General Quality Requirements for Contractors and Suppliers.
4. Quality Officer with a Quality diploma / Technical diploma with ISO 9001:2015 Quality Management System certificates, MUST have a minimum of 3 years' experience in similar projects.
5. Quality Control Plan MUST cover all Engineering disciplines and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

The scoring will be as follows:



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Points (8)	Quality Manual aligned to ISO 9001:2015 (1)	Quality Policy (1)	Project Quality Plan for the contract (2)	CV of Quality Officer (2)	Quality Control Plan (QCP's) (2)
<b>Score (0)</b>	No Quality manual submitted.	No Quality policy submitted.	No PQP submitted.	No CVs submitted	No QCPs submitted.
<b>Score (20)</b>	Quality manual contains 1 of the 5 QMS requirements: 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains One (1) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 1 of the PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with neither quality diploma / technical diploma with ISO 9001:2015 QMS certificate nor quality experience	Quality Control Plan contains 1 of the 5 QCP requirements. 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
<b>Score 40</b>	Quality manual contains 2 of the 5 QMS requirements. 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains Two (2) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is	Project Quality Plan contains 2 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with less than 3 years quality experience with no quality or technical qualification and ISO 9001:2015 QMS certificate	Quality Control Plan contains 2 of the 5 QCP requirements. 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories



## TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

		communicated and understood within the organization			
<b>Score 60</b>	Quality manual contains 3 of the 5 QMS requirements. 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains Three (3) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 3 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with 3-5 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate	Quality Control Plan contains 3 of the 5 QCP requirements. 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
<b>Score 80</b>	Quality manual contains 4 of the 5 QMS requirements. 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains Four (4) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 4 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with 6-10 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate	Quality Control Plan contains 4 of the 5 QCP requirements. 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

<b>Score</b>  <b>100</b>	Quality manual contains all 5 of the QMS requirements. 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains all Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains all 5 of the PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with more than 10 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate	Quality Control Plan contains all 5 of the QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
--------------------------------	--	---	---	---	--

**Attached submissions to this schedule:**.....

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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.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		

## **Returnable Schedules**

## T2.2-11: 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 of \_\_\_\_\_  
\_\_\_\_\_, hereby confirm that by resolution of the board taken on \_\_\_\_\_  
\_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_  
\_\_\_\_\_, was authorised to sign all documents in connection with this tender offer and any  
contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

### B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as \_\_\_\_\_  
\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_, acting in the capacity of \_\_\_\_\_  
\_\_\_\_\_, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_  
\_\_\_\_\_ and any contract resulting from it on our behalf.

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

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

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

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

### D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

**T2.2-12: Record of Addenda to Tender Documents**

The tenderer hereby confirms that the following communications were received from the *Employer* before the submission of this tender offer, amending the tender documents and have been taken all the Addenda into account in this tender offer:

	Date	Title or Details of Addenda
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Attach additional pages if more space is required.

## **T2.2-13 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

.....
.....
.....
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## **T2.2-14: Risk Elements**

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

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

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


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



### **T2.2-15: Availability of Equipment and Other Resources**

The Tenderer to submit a list of all Equipment and other resources that will be used to execute the *works* as described in the Works Information.

<b>Equipment Type and Availability – Description</b>	<b>Hourly Rate</b>	<b>Number of Equipment</b>	<b>Details of Ownership</b>

## T2.2-16: Schedule of Proposed Subcontractors

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

### Note to tenderers:

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

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

Provide information of the Sub-contractors below:

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

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



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

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

## **T2.2-17: 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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## **T2.2-18: 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
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price;
  - (b) B-BBEE Status Level of Contribution; and
  - (c) Any other specific goal determined in the Transnet preferential procurement policy
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTION Level 1 or 2 <b>(2points)</b>  The promotion of supplier development through subcontracting a minimum of 30% of the value of Manufacturing of the jib portal harbour cranes with crane rails and Installation of portal harbour cranes with crane rails and testing including commissioning portions of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people <b>(8 points)</b>	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

required by the purchaser.

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

### 3.1 THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price on the following basis:  
90/10



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

Where

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

$P_t$  = Comparative price of bid under consideration

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

#### 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 LEVEL OF CONTRIBUTION Level 1 or 2	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
The promotion of supplier development through subcontracting a minimum of 30% of the value of <ul style="list-style-type: none"> <li>• Manufacturing of the jib portal harbour cranes with crane rails</li> <li>• Installation of portal harbour cranes with crane rails and testing including commissioning portions of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people.</li> </ul>	Sub-contracting agreements and Declaration / Joint Venture Agreement. Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept) of the sub-contracted entities.

- 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
<b>Large</b>	Certificate issued by SANAS accredited verification agency
<b>QSE</b>	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at <a href="http://www.dti.gov.za/economic_empowerment/bee_codes.jsp">www.dti.gov.za/economic_empowerment/bee_codes.jsp</a> .]
<b>EME<sup>1</sup></b>	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership

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

	<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>
--	--

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

## 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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


**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Y Partnership/Joint Venture / Consortium

Y One person business/sole propriety

Y Close corporation

Y Company

Y (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

8.6 COMPANY CLASSIFICATION

Y Manufacturer

Y Supplier

Y Professional Supplier

Y Other Suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated

in paragraph 1 of this form;

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

**WITNESSES**

- 1. ....
- 2. ....

.....

**SIGNATURE(S) OF BIDDERS(S)**

**DATE:** .....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person

- having a controlling interest<sup>2</sup> in the enterprise,  
employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:  
.....  
.....

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

- 2.3.1 If so, furnish particulars:  
.....  
.....

### 3 DECLARATION

- I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:
- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication

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

- between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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 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

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

## **T2.2-19 SBD 5**

### **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

#### **INTRODUCTION**

The National Industrial Participation Programme (NIPP), which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIPP requirements. NIPP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

#### **1. PILLARS OF THE PROGRAMME**

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
  - (a) Any single contract with imported content exceeding US\$5 million.
  - or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$5 million.
  - or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
  - or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

## **3. BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)**

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid number;
  - Description of the goods or services;
  - Date on which the contract was awarded;
  - Name, address and contact details of the contractor;
  - Value of the contract; and
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4. PROCESS TO SATISFY THE NIPP OBLIGATION**

- 4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the Contractor and the DTI will determine the NIPP obligation;
  - b. the Contractor and the DTI will sign the NIPP obligation agreement;



- c. the Contractor will submit a performance guarantee to the DTI;
- d. the Contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the Contractor will submit detailed business plans outlining the business concepts;
- f. the Contractor will implement the business plans; and
- g. the Contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIPP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the Employer.

Bid number .....		Closing date: .....	
Name of bidder.....			
Postal address .....			
.....			
Signature.....		Name (in print).....	
Date.....			

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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## **T2.2-20 NON-DISCLOSURE AGREEMENT**

**[..... 2023]**

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

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

**TRANSNET SOC LTD**

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

**and**

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

**WHEREAS**

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

**IT IS HEREBY AGREED**

**1. INTERPRETATION**

In this Agreement:

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

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

## 2. CONFIDENTIAL INFORMATION

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

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

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

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

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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

### **6. PRINCIPAL**

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

## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

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

## 9. GENERAL

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

Signed

Date

Name

Position

Tenderer



## T2.2-21: 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:

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Indicate nature of relationship with Transnet:

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

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



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

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

#### IMPORTANT NOTICE TO RESPONDENTS

- 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 Respondent 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 Respondent to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)
- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Respondents 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 bidder on its List of Excluded Bidders.



DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

## **T2.2-22: 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 TENDERER

## **T2.2-23: Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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

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

---

SIGNATURE OF TENDERER

## **T2.2-24: Service Provider Integrity Pact**

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

### **INTEGRITY PACT**

Between

#### **TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

### **PREAMBLE**

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

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

### **2 COMMITMENTS OF TRANSNET**

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

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

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

- 3.1 The Tenderer / Professional 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 / Professional Service Provider / Contractor commits to the following:
  - a) The Tenderer / Professional 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 / Professional 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.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
  - a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
  - b) many low retail value gifts do not exceed R 1 000 within a 12 month period;
  - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
  - d) a Tenderer / Professional Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF FOURTEEN (14) MONTHS

- e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
  - f) a Tenderer / Professional Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and
  - g) a Tenderer / Professional Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Tenderer / Professional 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 / Professional Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer / Professional Service Provider / Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers / Professional 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 / Professional 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 will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer / Professional 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 / Professional 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 / Professional 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 or detriment of Transnet or other competitors.
- 3.8 The Tenderer / Professional Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Tenderer / Professional Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;

- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
  - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 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 / Professional 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 into question, Transnet may reject the Tenderer's / Professional Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Professional Service Provider from its database, if already registered.
- 5.2 If the Tenderer / Professional 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 / Professional 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 / Professional 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 / Professional 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 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A Professional Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and



- (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.6 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.
- 6.7 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 / Professional 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 / Professional 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 Form contained in the applicable RFX document.)

## **8 SANCTIONS FOR VIOLATIONS**

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF FOURTEEN (14) MONTHS

- 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 MONITORING

- 10.1 Transnet will be responsible for appointing an independent Monitor to:
- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Professional Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
  - b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Professional Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
  - c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Professional Service Provider / Contractor, irrespective of value.
- 10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

## 11 EXAMINATION OF FINANCIAL RECORDS, DOCUMENTATION AND/OR ELECTRONIC DATA

For the purpose of Monitoring, as stipulated above, the Monitor shall be entitled to:

- a) Examine the financial records, documentation and or electronic data of Tenderer / Service Provider / Contractor / Transnet. The Tenderer / Professional Service Provider / Transnet shall provide all requested information / documentation / data to the Monitor and shall extend all help possible for the purpose of such examination.

## 12 DISPUTE RESOLUTION

12.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Tenderer / Professional 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.

## 13 GENERAL

13.1 This Integrity Pact is governed by and interpreted in accordance with the laws of the Republic of South Africa.

13.2 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.

13.3 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.

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

13.5 Should a Tenderer / Professional 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 a Tenderer by it. To the best of the Parties' knowledge and belief, the information provided in this Integrity Pact is true and correct.

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## **T2.2-25 : Supplier Code of Conduct**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

## **T2.2-26 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 possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

YES	
-----	--

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

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

### **3. SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022

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

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

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

-----**(Pty) Ltd**

(Operator)

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

#### **AS WITNESSES:**

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

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

## T2.2-27 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

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

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

## 2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On-time delivery

2.3 The Service provider must provide a telephone number for customer service calls.

2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

### Acceptance of Service Levels:

YES	
-----	--

NO	
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TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

## T2.2-28 JOB-CREATION SCHEDULE

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%. In order to give effect to these job creation objectives, Respondents are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this bid.

Note that this undertaking is not required if a NIPP obligation is applicable to a Respondent's bid as indicated in Section T2.2-19 SBD 5 (NIPP). **Respondents are required to indicate below whether the NIPP obligation is applicable to their bid:**

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

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of Unskilled jobs
Black men			
Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Other			
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(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				
Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

## T2.2-29: Insurance provided by the *Consultant*

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 Contractor 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 R 5 000 000.			
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

## T2.2-31: Foreign Exchange Requirements

If Secondary Option X3 is included in the *conditions of contract* of the NEC3, the Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

**Justification and full details supporting foreign currency requirements to be appended to this Schedule.**

Items & activities	Currency	Bank	Maximum payment

The *exchange rates* to be used must be the exchange rate published by South African Reserve Bank (SARB).

It is expected that the percentages of foreign currency or currencies quoted are realistic and that they adequately reflect the overall foreign component of cost.

Due to the introduction of International Financial Reporting Standards IS32 and IS39, the *Employer* may not be able to accommodate a tenderer's requirements in full or at all.



## **T2.2-32: Forecast Rate of Invoicing**

Tenderer to submit the forecast rate of invoicing (cash-flow) based on the Tender Price and Tender Programme.

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

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



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**T2.2-33: 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:

.....

.....

.....

.....

.....

.....

.....

## **PART C: THE CONTRACT**

## **PART C1: AGREEMENTS AND CONTRACT DATA**

### 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:

**DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

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

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

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

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

Signature(s)

Name(s)



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Capacity

**For the  
tenderer:**

(Insert name and address of

Name & *organisation)*

Date

signature of

witness

Tenderer's CIDB registration number:

### Acceptance

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

The terms of the contract, are contained in:

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

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

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



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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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).

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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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 National Ports Authority, a division of Transnet SOC Ltd**  
**Port of Durban,**  
**247 Mahatma Gandhi**  
**Queens Warehouse**  
**South Africa**  
**4000**

Name &  
signature of  
witness

*(Insert name and address of  
organisation)*

Date



### Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

**For the tenderer:**

**For the Employer**

Signature



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Name

Capacity

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

Transnet National Ports Authority, a division  
of Transnet SOC Ltd  
Port of Durban,  
247 Mahatma Gandhi  
Queens Warehouse  
South Africa  
4000

Name &  
signature  
of witness

Date

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

## C1.2 Contract Data

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

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	<b>General</b>	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option	
		<b>A: Priced contract with activity schedule</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2 Changes in the law</b>
		<b>X7: Delay damages</b>
		<b>X13: Performance Bond</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Address		Registered address: N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100
Having elected its Contractual Address for the purposes of this contract as:		<b>Transnet National Ports Authority 237 Mahatma Gandhi Road, Queens Warehouse Port of Durban Transnet SOC Ltd</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>TBA</b>
	Address	.....
	Tel	.....
	e-mail	.....
10.1	The <i>Supervisor</i> is: (Name)	<b>TBA</b>
	Address	.....
	Tel No.	.....
	e-mail	.....
11.2(13)	The <i>works</i> are	<b>Design, Manufacture, Supply, Delivery, Installation, And Commissioning of Ten (10) Jib Cranes for the Port of Durban for a period of twenty-four (24) months</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Working in an operational area</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>Part C4</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>Two (2) weeks</b>

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

<b>2</b>	<b>The <i>Contractor's</i> main Part C3 responsibilities</b>		
<b>3</b>	<b>Time</b>		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>28 February 2026</b>	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<b>Condition to be met</b>	<b>key date</b>
	1		
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>1 March 2024</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 (two) Weeks</b>	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The <i>defects date</i> is	<b>52 (fifty-two) weeks after Completion of the whole of the <i>works</i>.</b>	
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>	
<b>5</b>	<b>Payment</b>		
50.1	The <i>assessment interval</i> is	<b>15th (fifteenth) day of each successive month.</b>	
51.1	The <i>currency of this contract</i> is	<b>South African Rand.</b>	

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

51.2	The period within which payments are made is	<b>Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Rand Merchant Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p><b>Cumulative of</b> Before the Completion Date for the whole of the works and at the place stated in the Contract Data. The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.</p> <p>Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account.</p> <p><b>the number of days with snow lying at 08:00 hours South African Time</b></p> <p>The place where weather is to be recorded (on the Site ) is: <b>The Contractor's Site establishment area</b></p> <p>The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at: <b>The Contractor's Site establishment area</b></p> <p>and which are available from: <b>South African Weather Service 012 367 6023 or <a href="mailto:info3@weathersa.co.za">info3@weathersa.co.za</a>.</b></p>

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b> ..... .....
81.1	Contractor's additional risks	<b>From the start date until the defects certificate has been issued, the risk which are not carried by the employer are carried by the contractor.</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>
	2 Insurance against:	<b>Loss of or damage to property (except the <i>works</i>, Plant and Materials &amp; Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are	<b>as stated in the insurance policy for Contract Works / Public Liability</b>

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

	3 Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
	4 Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>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.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>
84.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is	<b>The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended.</b>
	The <i>Contractor</i> provides these additional Insurances	<b>1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected</b>



TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

- 
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
  - 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
  - 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 R 5 000 000/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 cranes utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

		<p><b>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 <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</b></p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) caused by activity in connection with this contract for any one event is	<p><b>Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.</b></p>
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	<p><b>Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract (state)</b></p>
<b>9</b>	<b>Termination</b>	<p><b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b></p>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with Activity Schedule</b>	<p><b>No additional data is required for this Option.</b></p>

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

60.6	The <i>method of measurement</i> is	<b>The Activity Schedule have been measured in accordance with SANS 1200 unless indicated otherwise.</b>
<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Durban, South Africa</b>
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
	- if the arbitration procedure does not state who selects an arbitrator, is	
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X1</b>	<b>Price adjustment for inflation</b>	
X1.1(a)	The <i>base date</i> for indices is	<b>November 2023</b>

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	<b>Pro-portion</b>	<b>linked to index for</b>	<b>Index by</b>	<b>prepared by</b>
		<b>0.30</b>	<b>Labour (People)</b>	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141</a> )	
		<b>0.15</b>	<b>Plant (Equipment)</b>	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a> )	



TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

0.15	Material (Civil)	<p>The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link – <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a>); and</p>
0.36	Material (Electrical)	<p>The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</p>

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

		<b>0.03</b>	<b>Material (Mechanical)</b>	<b>The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</b>
		<b>0.01</b>	<b>Fuel</b>	<b>The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.</b> (Link - <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0142.1</a> )
		<b>1.00</b>		
		<b>0.15</b>	<b>Non-adjustable</b>	
		<b>*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices</b>		
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>		
<b>X7</b>	<b>Delay damages</b>			

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R61 800,00 per day</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>10% of the total of the Prices</b>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>5% on all certified payments to the Contractor until completion of whole of works</b>
<b>X18</b>	<b>Limitation of liability</b>	
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	<b>Nil</b>
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:	<b>The deductible of the relevant insurance policy</b>
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:	<b>The cost of correcting the Defect</b>
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:	<b>The Total of the Prices</b>
X18.5	The <i>end of liability date</i> is	<b>5 years after Completion of the whole of the works</b>

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

<b>Z</b>	<b><i>Additional conditions of contract are:</i></b>
<b>Z1</b>	<b>Obligations in respect of Job Creation</b>
<b>Z1.1</b>	It will be a material term of this contract that the <i>Contractor</i> must contribute to the <i>Employer's</i> job-creation, is detailed on Returnable Schedule T2.2.17
<b>Z1.2</b>	The <i>Contractor's</i> undertaking as to the number of new jobs created due to the award of this contract as set out in Returnable Schedule T.2.2 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the <i>Contractor</i> has failed in full to meet this specific material term of the contract, which may constitute a reason for termination.
<b>Z1.3</b>	The <i>Contractor</i> shall provide to the <i>Employer</i> , on a monthly basis or upon receiving an instruction to do so by the <i>Project Manager</i> , any documentation and/or evidence required by the <i>Employer</i> , which in the <i>Employer's</i> opinion would be necessary to verify whether the <i>Contractor</i> has maintained the job-creation undertaking as stipulated in Returnable Schedule T.2.2 The <i>Contractor</i> shall provide the said documentation and/or evidence within the period stated or as instructed. The provision of the documentation and/or evidence shall not constitute a compensation event.



TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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**Z2 Additional clause relating to  
Performance Bonds and/or  
Guarantees**

**Z2.1**

**The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Employer* by a financial institution reasonably acceptable to the *Employer*.**

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TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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## **Z3 Additional clauses relating to Joint Venture**

### **Z3.1**

### **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**



TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

- iii. venture through the *Contractor's* representative; Identification of the roles and responsibilities of the constituents to provide the Works.
- Financial requirements for the Joint Venture:
- iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;
- v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.

## Z3.2

## 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*.

## Z4 Additional obligations in respect of Termination

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

**Z4.1**

The following will be included under core clause 91.1:

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

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

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

**Z4.2 Termination Table**

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

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

**Z4.3**

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

**Z5 Right Reserved by the  
Employer to Conduct Vetting  
through SSA**

**Z5.1**

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

1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state.

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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		<p>2. <b>Secret</b> – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state.</p> <p>3. <b>Top Secret</b> – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</p>
<b>Z6</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	
<b>Z6.1</b>		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.
<b>Z7</b>	<b>Protection of Personal Information Act</b>	
<b>Z7.1</b>		The <i>Employer</i> and the <i>Contractor</i> 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.
<b>Z8</b>	<b>BBBEE Clauses</b>	
<b>Z8.1</b>		<b>27.7.1.</b> The <i>Employer</i> encourages its <i>Contractors</i> to constantly strive to improve their B-BBEE Contributor Status Levels.

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TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

## 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:	

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

	Experience:	
		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled .</b>
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with activity schedule</b>	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b>  <b>(in words), excluding VAT</b>
	<b>Data for Schedules of Cost Components</b>	<i>Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.</i>
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>
41 in SSCC	The percentage for people overheads is:	<b>%</b>
21 in SSCC	The published list of Equipment is the last edition of the list published by	
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>
22 in SSCC	The rates of other Equipment are:	<b>Equipment</b> <b>Size or capacity</b> <b>Rate</b>

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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



## **PART C2: PRICING DATA**

TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2023/01/0002/20854/RFP  
DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF PORTAL HARBOUR CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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## PART 2: PRICING DATA

Document reference	Title	No of pages
	Cover Page	1
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	2

## 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 11  
and  
defined  
terms**

- 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 NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF PORTAL HARBOUR CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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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.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF PORTAL HARBOUR CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

## C2.2 Activity Schedule

The Tenderer details his Activity Schedule below or refers to his Activity Schedule and attaches it to this schedule.

The details given below serve as guidelines only and the Tenderer may split or combine the activities to suit his methods.

### PART A - DESIGN SUPPLY, DELIVER & COMMISSION 10 PORTAL HARBOUR CRANES AT THE PORT OF DURBAN DRY DOCKS

Item No.	Description	Unit	Quantity	Rate	Total
A	<b>Section: 1</b>				
A1	<b>PRELIMINARIES &amp; GENERAL</b>				
A1.1	<b>Fixed Charge Items</b>				
	<u>Contractual Requirements</u>				
A1.1.1	All Contractual Requirements including, Access to site, traffic permits, all other ports permit, transport duties, Safety File, Legal Requirements & Provision of Insurances etc.	Sum	1		
A1.1.2	Mobilisation of all compatible equipment to site for offloading of the new Portal harbour cranes including and not limited.	Sum	1		
A1.2.3	Removal of site establishment	Sum	1		
A1.2	<b><u>Time related</u></b>				
A1.2.1	General Supervision for design supply, deliver & commission (as stipulated in the scope of works) until completion of 10 Portal harbour Cranes all works at the Port of Durban.	Months	24		
<b>Carried to summary:</b>					

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF PORTAL HARBOUR CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

Item No.	Description	Unit	Quantity	Rate	Total
B	<b>Section: 2 - Portal harbour Cranes</b>				
B1	<b>The Contractor shall design supply, delivery, install &amp; commission (as stipulated in the scope of works, complete) 10 Portal harbour Cranes at the Port of Durban dry docks.</b>				
B1.1	Design, Supply, delivery, and Commissioning of 50-ton Jib Crane	No.	1		
B1.2	Design, Supply, delivery, and Commissioning of 15-ton Jib Crane	No.	3		
B1.3	Design, Supply, delivery, and Commissioning of 10-ton Jib Cranes	No.	3		
B1.4	Design, Supply, delivery, and Commissioning of 8-ton Jib Cranes	Sum	3		
B1.5	Training in maintenance and operating of cranes	No.	30		
B1.6	Demolition and removal of existing crane rails	Sum	1		
B1.7	Supply and install new crane rails	Sum	1		
B1.8	Electrical Supply Reticulation Replacement for Portal Harbour Cranes	Sum	1		
B1.9	Painting of 50-ton Jib Crane	No.	1		
B1.10	Painting of 15-ton Jib Crane	No.	3		
B1.11	Painting of 10-ton Jib Crane	No.	3		
B1.12	Painting of 8-ton Jib Crane	No.	3		
<b>Carried to summary:</b>					

TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2023/01/0002/20854/RFP  
DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF PORTAL HARBOUR CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

## PART B - SUMMARY

ITEM	DESCRIPTION	AMOUNT
<b>Section 1</b>	PRELIMINARY AND GENERAL	R
<b>Section 2</b>	DESIGN, MANUFACTURE, SUPPLY, INSTALLATION AND COMMISSIONING OF 10 PORTAL HARBOUR CRANES	R
<b>TOTAL AMOUNT ECXCLUSIVE OF VAT</b>		<b>R</b>
<b>VAT AMOUNT OF 15%</b>		<b>R</b>
<b>TOTAL INCLUDING VAT:</b>		<b>R</b>

The milestones and percent payments shown below **serve as guidelines only**. The Tenderer may propose different milestones as they see fit for the successful execution of the project. **Tenderer must also attach an accompanying document that explicitly defines each milestone in such a manner that there is no room for misinterpretation or subjectivity**. Furthermore, it is advised that the Tenderer **must further break down milestones into smaller milestones** to ensure that payments can be made to represent the earned value of the project as it progresses.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: FOR THE DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY, AND INSTALLATION OF PORTAL HARBOUR CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

**Each milestone must be tangible and measurable upon completion.**

#	Milestone Description (Crane Sub-division)	Percentages	Cost of Components
1	On designs of 10 cranes	15.00%	
2	On Approval of crane Design	15.00%	
3	On completion of Portal arrangement	10.00%	
4	On completion of motor control house	10.00%	
5	On completion of Cabin arrangement	10.00%	
6	On Completion of top mast arrangement	10.00%	
7	On Completion of Jib arrangement	10.00%	
8	On Commissioning of cranes	10.00%	
9	Due and payable on Handover of Completed cranes	10.00%	



## **PART C2: SCOPE OF SERVICES**

TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

### PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's Works</i> Information (Port of Durban)	5-58
C3.2	<i>Contractor's Works</i>	59
	<b>Total number of pages</b>	<b>59</b>

## Table of Contents

### Contents

SECTION 1.....	4
1 DESCRIPTION OF THE WORKS.....	4
1.1 Executive overview .....	4
1.2 Employer's objectives .....	7
1.3 Interpretation and terminology .....	7
The following abbreviations are used in this Works Information .....	7
2 ENGINEERING AND DESIGN.....	8
2.1 Employer's Design .....	8
2.2 Contractor Design .....	8
2.2.1 Works excluded from the Contractor's Scope of Works .....	11
2.2.2 Design and Engineering Criteria .....	11
2.2.3 Scope of Work.....	12
2.2.3.1 Design, manufacture, supply, delivery, and installation of the ten (10)Portal Harbour Cranes with the Crane rails and associated electrical required works including the shore supply for: 12	
· 3 x 8 Ton .....	12
· 3 x 10 Ton.....	12
· 3 x 15 Ton.....	12
· 1 x 50/25 Ton.....	12
2.2.4 Guaranteed Performance Requirements after Works Completion .....	12
2.3 Applicable Codes and Standards .....	12
2.4 Corrosion Protection .....	12
2.5 Activity Schedule .....	<b>Error! Bookmark not defined.</b>
2.6 Punitive Measures.....	15
2.7 Service and Maintenance .....	16
2.8 General Obligations of the Contractor.....	16
2.9 Contractor Document Submission.....	18
2.10 General requirements for the Works .....	19
2.11 Procedure for submission and acceptance of Contractor's design.....	19
2.12 Review and Acceptance of Contractor Documentation .....	19
2.13 Equipment required to be included in the Works .....	20
2.14 As-built drawings, operating manuals, and maintenance schedules.....	20

### NEC 3 CONTRACT



## TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

PART C3 - SCOPE OF WORKS AND SPECIFICATION	2
3 CONSTRUCTION	21
3.1 Temporary <i>Works</i> , Site services & construction constraints	21
3.2 Site services and facilities	21
3.3 Facilities provided by the <i>Contractor</i>	21
3.4 Underground services, other existing services, cable, and pipe trenches and covers	23
3.5 Control of noise, dust, water, and waste	23
3.6 Giving notice of work to be covered up	24
3.7 Restrictions to access on Site, roads, walkways, and barricades	24
3.8 People restrictions on Site; hours of work, conduct and records	24
3.9 Title to materials from demolition and excavation	25
3.10 Cooperating with and obtaining acceptance of others	25
3.11 Publicity and progress photographs	25
3.12 Completion, Testing, Commissioning and Correction of Defects	25
4 PLANT AND MATERIALS STANDARDS AND WORKMANSHIP	27
4.1 Investigation, Survey and Site Clearance	27
4.2 National Standards	27
4.3 Civil Engineering and Structural <i>Works</i>	27
4.4 Electrical and Mechanical engineering <i>Works</i>	28
4.5 Materials, fabrication and finishing	28
4.6 Ease of Operation and Maintenance	28
4.7 Erection Planning	29
4.8 Rigging	30
4.9 Workmanship	30
4.10 Painting and Corrosion Protection	30
4.11 Lubrication	31
4.12 Health, Safety and Environmental requirements	31
4.13 Quality Control Plan	32
4.14 Storage of existing Plant and Materials	33
5 LIST OF DRAWINGS	33
5.1 Drawings issued by the Employer Annexure C	33
5.2 Design and manufacturing drawings to be issued by the Contractor for the components of all cranes, rails, the assembled Structure and all electrical works	33
5.3 Drawings of the layout of the crane rails to be issued by the contractor	33
SECTION 2	33
6 MANAGEMENT AND START UP	33
6.1 Management meetings	34



## TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

PART C3 - SCOPE OF WORKS AND SPECIFICATION	3
6.2 Documentation Control	35
6.3 Safety risk management	35
6.4 Environmental constraints and management	35
6.5 Quality assurance requirements	36
6.6 Tests on Completion	44
6.7 Programming constraints	46
6.8 <i>Contractor's</i> management, supervision, and key people	50
6.9 Training Workshops and technology transfer	52
6.10 Insurance provided by the <i>Employer</i>	52
6.11 Contract change management	52
6.12 Provision of bonds and guarantees	52
6.13 Records	53
7 PROCUREMENT	53
7.1 Code of Conduct	53
7.2 The <i>Contractor's</i> Invoices	53
7.3 People	54
7.4 Subcontracting	57
7.5 Plant and Materials	57
7.6 Tests and inspections before delivery	58

## PART C3: SCOPE OF WORK

## SECTION 1

## 1 DESCRIPTION OF THE WORKS

## 1.1 Executive overview

This scope of Works is for the detailed design, manufacture, supply, delivery, installation, final testing, commissioning, and handover to the Employer, the 10 Portal wharf cranes and the associated crane rails, complete and ready for immediate use.

The Portal Wharf Cranes at the Durban Ship Repair has been identified as one of the infrastructure assets requiring new replacement for the Ship Repair to return it to its original operational condition.

TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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PART C3 - SCOPE OF WORKS AND SPECIFICATION

4



TNPA wants to appoint a service provider to design, manufacture desired components, assemble, install, and commission the works including the scope of replacement and maintenance of the new Portal Wharf Cranes.

The operational life span of the cranes used at dry docks worldwide is between 30 and 40 years provided that continued and routine maintenance is carried out. The Port must supply cranes (as part of dock dues) for all the vessels that make use of these facilities for repairs. Current challenges posed by the absence of jib cranes make it difficult for the management of the Port to realize operational efficiency. Cranes are an integral part of the dock as depicted in the tariff book and the dock users are already paying for them.

The wharf side rail mounted portal slewing jib crane are to be used for the handling of general cargo, positioning of keel blocks, hoisting man occupied cradles for painting and grit blasting, hoisting gang ways and other rigging requirements within the dry docks including fish, barley, wheat, soya, fertilizer, soda ash and baggage handling for passenger vessels.

Lifting capacity of the crane shall not be less than the rated tonnages at maximum and minimum radius reach when travelling (at least 22 m from centre line of rails). Cargo to be handled will be in nets or bags, or with a grab, and will require a suitably rated hook. (Note that no additional wires are required for the grab, just the hook.

It must be noted that docking preparations for a vessel at the Dry Dock is impossible without the cranes. The existing cranes in Dry Dock can be considered ancient due to age, manuals and drawings are no longer available which compromises the quality of maintenance for the equipment

The Port of Durban plans to replace the old fleet with ten (10) new Jib wharf cranes for the Ship Repair precinct to operate to its full potential and comply with the mandate of the Ports Act as well as the requirements of our tariff book.

The cranes are a very crucial components of the Port of Durban Ship Repair precinct, and critical for the maintenance of the TNPA marine fleet and cargo ships calling into the Port of Durban.

The ten (10) wharf side rail mounted portal jib cranes to be installed at the following ship repair facilities in the port of Durban Prince Edward Yard:

- a) Dry Dock: 6 Cranes
- b) Repair Quay: 2 Cranes
- c) Repair Jetty: 1 Crane

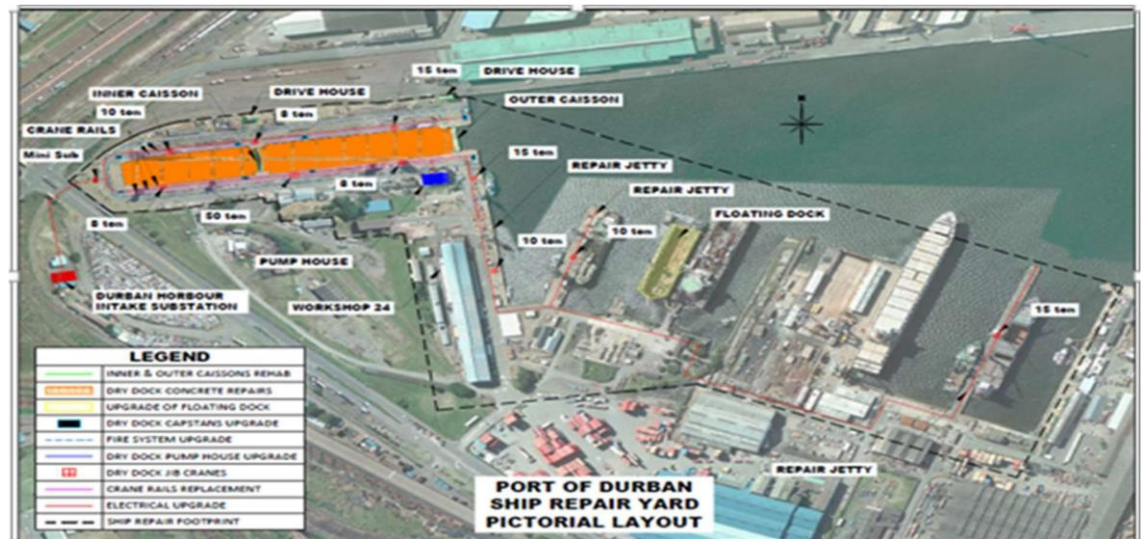


TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

d) Departmental Repair Jetty: 1 Crane



**Figure 1: Port of Durban with the ship repair facilities depicting the quantities of the cranes per facility**

A high-level summary of the *activities* to be executed by the *Contractor* are presented below:

- Engineering design and drawings by Professional Engineer, specifications, and quantity estimation
- SHERQ compliance
- Project and construction schedule management
- Inspection, testing, and associated report generation. It is expected that during the execution of the *Works*, the *Contractor* shall identify damaged or corroded steelwork and concrete work. The *Contractor* shall adhere the following process:
  - Immediately inform the *Project Manager* in writing as well as visually (by site visit) of the damaged drums and concrete bases.
  - Supply an Assessment report, for the *Supervisor* approval, detailing quantity for repair, the design and procedure to be followed in the repair, repair drawings and any material specifications pertinent to the repair.
- Sub-*Contractor* management
- Demolition and waste disposal. All scrap components is the property of TNPA, the *Contractor* shall lay down the scrap components in a designated area and TNPA shall dispose of such.



- Repairs and modifications where required.
- Welding: design, NDT, methodology and procedures
- installation of new electrical systems
- Installation of a marine grade, 5-year guaranteed corrosion protection system
- Commissioning and hand over for operation

*Note: Only Contractor's that are able to demonstrate sufficient recent experience in design capability, manufacture, supply, delivery, installation, and commissioning of portal harbour cranes shall be considered acceptable for executing the Works. The Contractor shall supply sufficient experiential information and references with the tender to enable the Employer to determine their level of experience.*

## 1.2 *Employer's objectives*

The *Employer*, Transnet National Ports Authority, requires the *Works*, comprising the design, manufacture, supply, delivery, and installation of a Portal Harbour Cranes with the Crane rails and to complete the works timeously with minimum disruption to Port ongoing operations whilst maintaining the highest safety and quality standards.

**Note: The dry dock precinct is classified as a heavy industrial, operational environment requiring the Works to be planned and executed in a manner which results in minimal operational disruption and this requirement is considered to be a primary concern of the Employer.**

## 1.3 *Interpretation and terminology*

The following abbreviations are used in this *Works* Information:

Abbreviation	Meaning given to the abbreviation
Codes and Standards	Means the design and construction codes and standards that are applicable to the <i>Works</i>
Guaranteed performance parameters	Means the performance parameters and values stipulated in the Guaranteed Performance Schedule contained herein that the



## TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

	<i>Contractor</i> warrants and guarantees to the <i>Employer</i> that the Plant will achieve when being operated
Shall	Means that the requirement is mandatory
CA	<i>Contract</i> Administrator
CQA/QCM	<i>Contractor's</i> Quality Assurance/Quality Control Manager
CDR	<i>Contractor</i> Documentation Register
CDS	<i>Contractor</i> Documentation Schedule
QCP	Quality Control Plan
AIA	Approved Inspection Authority
CSHEO	<i>Contractor's</i> Safety Health and Environmental Officer
CHSMP	<i>Contractor's</i> Health and Safety Management Plan
CM	Construction Manager
PSIRM	Project Site Industrial Relations Manager
PSPM	Project Safety Program Manager
PSSM	Project Site Safety Manager
ProjM	<i>Project Manager</i>
ProjEM	Project Environmental Manager
ProjEO	Project Environmental Officer
QA	Quality Assurance
SANS	South African National Standards
SES	Standard Environmental Specification
SHERQ	Safety, Health, Environment, Risk and Quality

## 2 ENGINEERING AND DESIGN

### 2.1 *Employer's* Design

The preliminary design work for the permanent *Works* has been undertaken by professional service provider on behalf of the *Employer* and the *Contractor* shall use this work only as a reference design for his detail design work. The reference design can be found in Engineering Report Annexure A.

### 2.2 *Contractor* Design

The *Contractor* shall undertake the design work for the facility including the designs for all temporary *Works*.



A summary of the *Employers* requirements for the Plant and other Goods to be supplied by the *Contractor* and the execution of the *Works* is set out below but is provided for introductory purposes only and is not exhaustive of the *Employers* requirements and cannot be used as a basis for the final design.

The supply of all necessary *Contractor's* Equipment and *Contractor's* Personnel to properly perform the *Contractor's* obligations under the Contract including:

- Project management of the execution of the *Works* and the design and supply of other Goods including planning, scheduling and reporting to the *Employer*.
- The implementation of QCP's to demonstrate compliance with the requirements of the Contract.
- Construction site surveys as required.
- Ensuring that the completed *Works* shall comply with the Codes and Standards and any other applicable statutory requirements
- Selection of suitable materials (where not already specified herein)
- Procurement of the *Goods*.
- Detailed design by the *Contractor* (including all drawings), purchase, fabrication, manufacture, supply, installation, testing, commissioning and trial operation of all Plant and Goods required to meet the *Employers* Requirements for the Project. The design scope also includes the following:
  - Classification and structural design requirements
  - Design Parameters
  - Long Travel Structure
  - Structure
  - Jib and Jib Operation
  - Slewing
  - Main Hoist
  - Lifting Hooks
  - Machinery/Electrical House
  - Gearboxes
  - Electrical Power Reticulation
  - Lighting, Heating, Air-conditioning, and Power Points
  - Local Crane Management System (LCMS)
  - Computer Systems
  - Main Drive Systems
  - Electrical Enclosures and Mounting Panels



## TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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- Signage, Marking and Colour Scheme
- Corrosion Protection
- As part of the deliverable, the Turnkey contractor is expected to put in place a Condition Monitoring Strategy for the new installation. The Dry Dock is using SAP Maintenance module, and therefore the contractor must link to this system. This will give opportunity to the Maintenance team to utilise SAP Maintenance system to its full capability and relevant maintenance reports will be generated periodically as agreed with the department head. Artisans must report correctly so that history becomes useful when needed either to do Root Cause Failure Analysis or for planning purposes.
  - Workshop and offsite inspection and testing
  - Preparation and protection of exposed Plant and structural surfaces in compliance with the relevant Codes and Standards
  - Packing, marking and protection for shipping/transport of the *Goods*
  - Procurement, transportation, and transfer supervision of the *Goods*
  - Lifting equipment for erection
  - Supply of all design calculations, design criteria, static and dynamic loadings pertinent to the *Works* and associated and surrounding structures that have been signed off by a Professional Engineer
  - Construction, erection, assembly, installation, and supervision of the *Works*
  - Specialist installation and installation supervision
  - All specialised tools necessary for the installation of the Plant and its operation and maintenance
  - Name plates and name plate data
  - Site inspection and testing
  - Removal and disposal, as approved by the *Employer*, of all scrap and rubble generated by the *Contractor* with the site to a demarcated area on the site
  - Supply of Commissioning and Operating spares
  - All documentation for statutory and regulatory compliance, project controls, training and the operation and maintenance of the *Works*
  - Supply of all the *Contractor's* documentation including all designs, drawings, "as-built" drawings, operation and maintenance manuals in sufficient detail to enable the *Employer* to maintain and repair the plant together with all test certificates and a detailed, priced recommended Operating Spares list
  - All tests on completion and results
  - Training of the *Employers* staff



### 2.2.1 *Works excluded from the Contractor's Scope of Works.*

- *Works* associated with future expansions.
- Permanent diversion of existing services within the site.

### 2.2.2 *Design and Engineering Criteria*

The *Contractor* shall study, prior to the commencement of its design of the Plant, other Goods and the *Works*, the requisite design criteria, calculations and information, data and designs required to ensure that the Plant and other Goods and the *Works* specified and provided by the *Contractor* shall result in the Plant and other Goods and the *Works* having suitable features and capacity for the Project in respect of their design in order to meet the purposes of the *Works*.

Regarding the Plant and other Goods to be supplied by the *Contractor* it shall be the responsibility of the *Contractor* to ensure that the Plant and other Goods chosen are suitable to meet the requirements of the project.

The *Contractor* shall either concur with the basic descriptions, specifications and requirements provided as the *Employers* preference or submit alternatives for consideration. The acceptance of the descriptions, specifications and requirements contained herein shall not relieve the *Contractor* of its responsibilities in terms of the design and engineering performance of the Plant and other Goods to be fit for their purposes.

Any design, supply and installation requirements stated herein for the Portal Harbour Cranes to be supplied by the *Contractor* indicates the conceptual design only and the preference of the *Employer*. The responsibility for accepting any conceptual designs, carrying out detailed design and adherence to the Codes and Standards remains solely with the *Contractor* who shall be liable for the entire design of the *Works* and supply of Plant and other Goods. The supply of the Plant and all its components should not be of lesser quality than indicated in the *Contractor's* Tender Documents that it will supply. The size, quality and operating parameters of the Plant and Goods supplied by the *Contractor* shall not be less than those specified herein.

The preparation of the *Contractor's* Documents including the designs and drawings of the *Works* shall be the responsibility of the *Contractor*. The *Contractor* shall ensure that its execution and completion of the *Works* comply with the Laws in the Country, the documents forming the Contracts and good engineering and construction practices, methods, equipment, and procedures usually employed in engineering, design, procurement, construction, operation and maintenance.

### 2.2.3 Scope of Work

The *Works* pertinent to the Portal Harbour Cranes are the following:

#### 2.2.3.1 Design, manufacture, supply, delivery, and installation of the ten (10) Portal Harbour Cranes with the Crane rails and associated electrical required works including the shore supply for:

- 3 x 8 Ton
- 3 x 10 Ton
- 3 x 15 Ton
- 1 x 50/25 Ton

The detailed scope of work and some drawings are included in this works information as Annexure B

### 2.2.4 Guaranteed Performance Requirements after *Works* Completion

## 2.3 Applicable Codes and Standards

The following are applicable:

Corrosion Protection	SANS 5493
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## 2.4 Corrosion Protection

TNPA requires that the *Contractor* supply, install and guarantee a robust marine grade corrosion protection system for use on the cranes. The *Contractor* may select either a 3-Coat or 1-Coat system.

The corrosion protection system selected for use shall be from an internationally recognised and reputable supplier. The selected corrosion protection system shall carry a minimum 5year guarantee, defined as a maximum of 1% of the total area of corrosion

protection breakdown per year. The *Contractor* shall be required to repair yearly, any corrosion protection breakdown exceeding 1% of the total surface area. The paint supplier shall carry the guarantee for the first 5years. A guarantee certificate, from the paint supplier, is required prior to the construction *Works*.

The final paint selection by the *Contractor* shall be approved by the *Project Manager* and *Supervisor*

#### Sequence of Corrosion Protection Application – 3 Coat System

- High pressure wash, clean and remove oils and contaminants
- Descale
- Grit blast to SA 2 ½.
- Remove all slag and waste
- Stripe coat using 1st coat primer: angles, stiffeners, edges, corners, welding seams and all areas inaccessible by spray painting
- Spray 1st primer coat to all surfaces
- Allow sufficient drying time
- High pressure wash to remove dust before next coat application
- Stripe coat using 2nd coat primer: angles, stiffeners, edges, corners, welding seams and all areas inaccessible by spray painting
- Spray 2nd primer/intermediate coat to all surfaces
- Allow sufficient drying time
- High pressure wash to remove dust before final coat application
- Stripe coat using final coat: angles, stiffeners, edges, corners, welding seams and all areas inaccessible by spray painting
- Spray final coat to all surfaces
- Allow sufficient drying time

#### Paint Specification Required – 3 Coat System

- 1st Coat Primer to be 150 microns DFT
- 2nd Coat Primer to be 150 microns DFT
- Final Coat to be 160 microns DFT

#### Paint Application



The application instruction covers surface preparation, application equipment and application details for corrosion protection to steelwork according to the requirements of IMO Resolution MSC.215 (82): Performance Standards for Protective Coatings on Ship Steelwork.

- The steel surfaces shall be prepared so that the coatings achieve an even distribution at the specified nominal dry film thickness. Adequate adhesion ensured by removing weld spatter and any other surface contamination
- All welding seams shall be partially dressed to remove irregular profiles
- Surface pores, pits and craters shall be sufficiently open to allow penetration of the paint
- Sharp edges shall be treated to a round radius of minimum 2mm
- Before blasting any deposits of grease or oil must be removed from steel using a suitable detergent followed by freshwater hosing
- Minor spots of oil grease may be cleaned with thinner and clean rags
- Steel must be abrasive blast cleaned to SA 2 ½
- Welds as well as shop primed areas with damage, burn marks and rust must be blasted to SA 2 ½
- Surfaces with deposits of black iron oxides from gas cutting markings shall be cleaned by light abrasive sweep blast
- Welds coated with temporary primer after welding must be cleaned by hard abrasive sweeping, preferably abrasive blast
- Spot checks for possible salt contamination of the surfaces must be executed
- When blasting the importance of working systematically must be stressed. Poorly blasted areas covered with dust are very difficult to locate during the blast inspection made after the rough cleaning. Dust must be removed just before application of the paint to a dust quantity rating "1" for dust size "3", "4", "5". Lower dust size classes shall be removed from the surface if visible without magnification
- Overlap zones must be treated with great care
- Damage caused by possible over- blasting must be avoided; paint edges must be feathered, and consecutive layers of paint coatings given larger and larger overlaps
- The relative humidity shall be 85% or below, the steel temperature shall be 3-5 degC above the dew point
- The paint layer must be applied homogeneously and as close to the specification as possible
- The finished coatings must appear as a homogeneous film with a smooth surface. Any defects of bubbles, voids, visible abrasive residue shall be marked, and appropriate repair affected





## 2.5 Activity Schedule

The amount supplied by the *Contractor* per item shall incorporate the following:

- Design & Construction Drawings
- Procurement
- Manufacturing
- Installation
- Testing
- Commissioning

Thus, the *Contractor* shall claim against these items on the following basis:

- Design and Construction drawings = 15%
- Procurement = 25%
- Manufacturing = 30%
- Installation=20%
- Commissioning=10%

The stated percentages shall be applied to the components to arrive at a breakdown for each of the items. The claim that shall be certified by the *Project Manager* shall then incorporate these percentages as well as the proven percentage progress on each of the items. The *Contractor* shall substantiate their progress to the approval of the *Project Manager*.

## 2.6 Punitive Measures

Actions to be Instituted Against the *Contractor* Resulting from the Issuing of NCR`s to the *Contractor* for First Time and/or for Repeat/Similar Non-conformities

Should the *Contractor* breach any of its accepted and approved designs, methodologies, procedures, practices, techniques, construction norms, specifications, Codes or Standards pertaining to the project resulting in an NCR being issued to the *Contractor*, the *Project Manager* shall institute their entitled discretionary procedures/powers as follows:

- The *Contractor* shall remedy, following the *Supervisor`s* guidance and/or to the *Project Manager`s* acceptance, the defect for which the NCR was raised, with the complete cost of the remediation being carried by the *Contractor*. Further, while the *Contractor* may not have a financial penalty instituted against them in this instance, the time implication/impact of the rework that must be completed by the *Contractor* shall in no way

negatively impact/prejudice the project's approved schedule i.e.: Any late completion by the *Contractor* possibly resulting from the re-Works due to NCR close-out requirements shall not be considered as mitigation against the enforcement of punitive penalties against the *Contractor* as stipulated in the Contract. The Client shall record impacts to the schedule resulting from NCR close-out requirements, in detail, and shall use these time-delays as justification for the enforcement of penalties against the *Contractor* should that scenario arise.

- Any subsidiary services, engineering or otherwise, that are disabled from performing any services/duties due to *Contractor's* performing NCR close-out requirements shall issue the Client with a standing time invoice, which the Client shall use to extract the punitive costs for reimbursement from the *Contractor* i.e.: The *Contractor* will be fully and solely responsible for all these punitive costs.

## 2.7 Service and Maintenance

For all Plant and Works, the *Contractor* shall provide the *Project Manager* with the operating and maintenance instructions. These documents shall be in sufficient detail to enable the *Employer* to operate, maintain, dismantle, reassemble, and adjust all parts of the Plant. The Works and the supply of Plant shall not be considered to be complete to commence commissioning and ultimately take-over until these documents have been supplied to the *Project Manager*.

## 2.8 General Obligations of the *Contractor*.

The *Contractor's* obligations as contained in this document shall be deemed to cover, but not be limited to, the following:

- The project scope shall include the design, manufacture, supply, installation, erection, and commissioning of all Plant and Materials as required for completing the Works. The *Contractor* shall supply all necessary manpower, labour, supervision, materials, services, and testing devices for all aspects of this project as indicated hereunder and the *Contractor's* quoted amount for the Works shall be deemed to cover all cost and expense thereof.
- Project Management of the complete Scope of Work including planning, scheduling and reporting verbally to the *Project Manager* on a daily basis and in writing by means of reports, updated project schedule etc. weekly. The *Contractor* shall make available, their specialist planning resource on a weekly basis, to supply and present the updated project



schedule to the Client and the *Supervisor*. Weekly written progress reports shall be issued to the *Project Manager* for approval.

- Implementation of an appropriate quality system including stringent quality control for all Plant and Materials stipulated in this document.
- Submission and gaining *Project Manager* approval of all quality control plans (in accordance with ISO 9000) and conforming to requirements as contained in this document.
- Submission of a detailed Level 3, MSP generated, project schedule 1week after award and updated weekly or as advised by the *Project Manager* for the project as well as for all Plant and Materials and Services to be supplied by Others.
- The *Contractor* shall allow for any relevant information gathering exercises e.g. sample extraction and testing, dimensions, layouts, access routes, review surrounding structures, identify rigging points, checking, etc., to ensure that all Plant and Materials shall be erected in accordance with all the TNPA specifications and TNPA/*Supervisor*' requirements.
- Selection of appropriate Codes of Practice, Standards, Procedures and Specifications applicable to the *Works*.
- Remove, replace, modify, reinstall, and make good all existing equipment, Plant and Materials as required to facilitate the Erection of all new Plant and Materials. This shall also include all piping, valves, mud boxes, pipe fittings, steel members and sheeting elements.
- Supply, installation, statutory compliance to relevant Codes and Standards and safe storage of all Plant, Equipment and Materials required to completely negate the detrimental effects to construction progress resulting directly or indirectly from loss of electrical power on site.
- Mechanical fitting and alignment as required of all motors, gearboxes, couplings, pulleys, belts, sprockets, chains, bearings, seals, base plates, etc.
- Installation of all chemical anchors, bolts, fasteners, washers, nuts, clamps, brackets, fixing and securing elements as required.
- All specialized equipment, dehumidifiers, fans, extraction units, tools, brackets, supports, packers, shims, etc., necessary to complete the *Works* in accordance with the *Supervisor* and manufacturer's specifications, appropriate codes and the Project Standards.
- Supply of all construction lighting and associated support structures, access platforms, etc. as required for the successful Erection of all Plant and Mater
- Should any flooding of work areas occur for whatever reason, related to the *Contractor* or not, the *Contractor* at their cost shall supply all required clean-up equipment including drainage pumps.
- The *Contractor* shall engage the services of a certified (by relevant South African statutory organisation) welding inspection organisation for the execution and performance of all

NDT, dye pen, Ultrasonic, X-ray and any other testing as required on all remediation work installations as is required by the appropriate codes, standards and the Project Standards.

- The *Contractor* shall plan, in detail, the installation and erection sequence of the Plant and Materials to allow for accessibility for rigging purposes and the availability of respective pieces of Plant and Materials based on their delivery to site.
- Within the Site, removal and disposal of all scrap and rubble generated by the *Contractor* to the scrap lay-down or dumping area.
- Site safety supervision, personal protection, and safety equipment.
- Supply of all equipment and personnel required to comply with the Occupational Health and Safety Act, 1993. The *Contractor* shall take special note of the requirements of the latest editions of Construction Regulations.
- Comply with the *Employers* Environmental Management Plan.
- Complete all documentation to the satisfaction of the *Supervisor* in order for the Taking Over Certificates as appropriate to be signed off by the *Employer*.
- Assistance during Test on Completion (Pre-Commissioning and Commissioning) which shall be co-ordinated and directed by the *Project Manager*.
- The *Contractor* shall attend to all punch list items (Punch list A, B and C) as outlined by the *Project Manager* upon the completion of the installation and during Tests on Completion (Pre-commissioning and Commissioning).
- Supply of all *Contractor's* Documents, designs, drawings including all "As Built" drawings.

## 2.9 *Contractor* Document Submission.

The following documentation shall be included with the *Contractor's* submission:

- 2.9.1 Safe working area plan
- 2.9.2 Emergency plan
- 2.9.3 Lifting/rigging studies
- 2.9.4 Qualification documentation (all those resources involved with fabrication, quality, supervisory and HSE)
- 2.9.5 Engineering, Inspection, Assessment reports, drawings, and programmes / schedules
- 2.9.6 Approved or evidence of approved welding procedures relevant to this Project scope of Works
- 2.9.7 Insurance cover

- 2.9.8 Detailed Method statements for the individual *Works*
- 2.9.9 SHERQ plan
- 2.9.10 Supervision and site management plan
- 2.9.11 Maintenance plans
- 2.9.12 Pre-commissioning and Commissioning plans
- 2.9.13 Detailed Quality control plans
- 2.9.14 Detailed Work instruction/procedures
- 2.9.15 Quality control dossier
- 2.9.16 Compilation of "Completion Certificates" certified by the *Employer*

## 2.10 General requirements for the *Works*

Should the *Contractor* deviate from the project requirements, TNPA reserves the right to stop the *Works* with the *Contractor* to rectifying the areas of concern.

The *Contractor* shall provide a detailed method statement stipulating how the *Works* are to be carried out in a safe manner. The method statement is to include stability calculations and indicate weight to be added to crane(s) to stabilize when lifting. (If required).

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

The *Contractor* submits 1 (one) electronic copy and 2 (two) paper copies. The *Project Manager* and Client shall approve these.

## 2.12 Review and Acceptance of *Contractor* Documentation

The *Project Manager* comments on the proposals and forwards the comments electronically to the *Contractor*.

(One) paper copy of the approved drawings is stamped 'Approved by *Employer*' and returned to the *Contractor*.

The approval of the any drawings and documentation by the *Supervisor* is done in principle only and does not mean the approval of the details contained therein.

2.13 Equipment required to be included in the *Works*

Electric generator sized by the *Contractor* and relevant to their emergency needs on site.

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

- a. As-built drawings are due 14 days before the *Works* completion.
- b. All submissions are in triplicate.
- c. By submitting drawings, the *Contractor* represents that he has determined and verified all site measurements, site instruction criteria, materials, catalogue numbers and similar data, or will do so, and that he has checked and co-ordinated each of his drawings with the requirements of the *Works* and the contract documents, taking into account drawings of all other relevant disciplines.
- d. At the time of submission, the *Contractor* informs the *Project Manager* in writing of any deviation between the approved drawings packs and the requirements of the contract documents.
- e. The *Supervisor* and *Project Manager* will review and approve drawings with reasonable promptness (so as not to cause a delay) only for conformance with the design concept and the contract requirements.
- f. The *Supervisor* and *Project Manager* may, at his discretion and depending on the number of discrepancies, require amendment and resubmission prior to approval. Drawings are resubmitted until approved prior to any portion of the *Works* related to the drawings being commenced.
- g. Should the *Contractor* during drawing amendment, alter any portion of his drawings not specifically required by the *Supervisor* and *Project Manager*; he points this out in writing when resubmitting the drawing.
- h. Approval of the *Contractor's* drawings is in no way indemnifies him from being responsible for the correctness of the drawings and satisfactory operation of the installation.



## TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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## 3 CONSTRUCTION

## 3.1 Temporary Works, Site services &amp; construction constraints

- a. Access to the *Works* is via existing public road networks, the main access is situated along Bayhead Road.
- b. Access shall be subject to the Transnet National Ports Authority security requirements and regulations. Due allowance must be made for any potential delays arising from vehicular congestion along Bayhead Road.
- c. The *Contractor* complies with the *Employer's* Site entry and security control, permits, and Site regulations.
- d. The *Employer* provides coded ID cards to all *Contractor's* employees for access/egress of personnel (and Equipment) within the Site boundaries.

## 3.2 Site services and facilities

- a. For the duration of the Contract, the *Project Manager* provides an area, free of charge, for the *Contractor* to establish his offices, lay down areas, stores, Workshops, and other *Contractor's* Equipment.
- b. The *Employer* provides the following connections to services within the Site for *Contractor's* use:
  - i. 50mm Isolation valve for construction Potable Water.
  - ii. Circuit breaker for construction power at 380 Volts, 3-Phase and Neutral, 50 Hz.
- c. The *Contractor* provides a connection to the *Employer's* water borne sewage network. Where no suitable connection to a sewerage system is feasible, portable chemical type toilets may be used.

3.3 Facilities provided by the *Contractor*

- a. 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.
- b. All costs for preparation of the site establishment area are for the *Contractor's* account.
- c. The *Contractor* submits details of the layout of his site establishment to the *Project Manager* for his acceptance.
- d. The *Contractor* installs a metering device, accepted by the *Project Manager*, immediately downstream at each of the *Employer's* connections from where he draws services. The



*Contractor* provides the *Project Manager* details of his monthly consumption of potable water and power.

- e. The *Contractor* is responsible for his own connection to the *Employer's* services and for the reticulation of his services from the connection point. The cost of meters, connections, reticulation, and all other usage costs associated with the provision of services are for the *Contractor's* account.
- f. The *Contractor* provides the *Project Manager* with a "Certificate of Compliance" (COC), by an "Accredited" Person as defined by the OHS Act, in respect of his construction power electrical installation. The *Project Manager* only makes construction power available upon receipt of the COC.
- g. The Project Managing Contractor (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.
- h. The *Contractor* provides, at his cost, a sufficient number of toilets and maintains them in a clean and sanitary working condition.
- i. The *Contractor* provides temporary lighting and fencing around every section occupied by him during the construction of the *Works*.
- j. Such fencing demarcates and secures the construction area. The fencing is erected before any work starts and is removed only upon completion of the work in that area.
- k. The *Contractor* includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.
- l. Wherever the *Contractor* provides facilities (either his/her own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, inter alia, offices, accommodation, laboratories, Materials storage, etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- m. Upon completion, and within one month of the date of acceptance of the *Works*, the *Contractor* completely removes from the Site and Working Areas all his Equipment, including the foundations of any structures, stores, office accommodation or any other asset belonging to him, and leaves the Site and Working Areas in a tidy condition to the satisfaction of the *Project Manager*.
- n. No excess or discarded materials or Equipment may be buried or dumped within the port boundary.





- o. Demolition of all permanent and temporary structures surfaces etc. shall be first approved by the *Project Manager* prior to the work being carried out.
- p. The *Employer* does not provide any security for the Site and Working Areas. The *Contractor* provides same and indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of Site and Working Area security.
- q. 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) which is in a roadworthy condition.
- r. Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the 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*.

#### 3.4 Underground services, other existing services, cable, and pipe trenches and covers

- a. As a guide only, the *Project Manager* provides the *Contractor* with drawing(s) showing various known existing underground services for his information. The position of these services is approximate, and it is possible that other services exist which are not reflected, and which may affect the *Works*.
- b. The *Contractor* establishes the location of the various existing services situated within the Site and Working Areas and records all such information on "marked-up" drawing(s) which remain available for reference at all times.
- c. The *Contractor* exercises due care and attention in carrying out any excavation work to avoid damage or disruption to existing services. The *Contractor* accordingly consults the *Project Manager* prior to undertaking any excavation work.
- d. Should the *Contractor* fail to exercise the requisite care and attention in carrying out the excavation work, the *Contractor* will be held liable for any claims arising out of damage caused by such excavation.

#### 3.5 Control of noise, dust, water, and waste

Before moving Equipment onto the Site, Working Areas and commencing operations, the *Contractor* submits his proposed methods of construction which demonstrate the

measures taken to avoid and or reduce any nuisance arising from dust, noise, and vibration for acceptance by the *Project Manager*.

3.6 Giving notice of work to be covered up

The *Contractor* notifies the *Supervisor* in writing of any elements of the *Works* which are to be covered up. This notification is given not less than 24 (twenty-four) hours prior to the proposed covering up.

3.7 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 Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the *Employer's* operations.
- b. The *Contractor* ensures the safe passage of *Contractor's* traffic to and around the Site and Working Areas at all times that includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic as detailed in the project specifications
- c. The *Contractor* ensures that any of his staff, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations of the Port. To this end access routes are allocated and coordinated by the *Project Manager*.
- d. The *Contractor* ensures that all his construction staff, labour, and Equipment remains within his allocated and fenced off construction area.
- e. All *Contractor's* staff and labour working within Port's boundary complies with Transnet National Ports Authority's (TNPA) operational safety requirements and are equipped with all necessary personnel protective equipment (PPE).

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

- a. The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Sub-*Contractor's*) with access to such daily records available for inspection by the *Project Manager* at all reasonable times.
- b. The *Contractor* has access to the site from 07h00 to 17h00 daily on all working days Monday to Friday. The *Contractor* will be required to obtain permission from the *Project*



*Manager* to Conduct *Works* out of the hours stipulated. Basic conditions of employment will be adhered to – a 45 hour week will apply, with a maximum of 10 hours overtime.

### 3.9 Title to materials from demolition and excavation

- a. The *Contractor* has no title to all materials arising from excavation and demolition in the performance of the *Works* with title to such materials remaining with the *Employer*. The *Project Manager* instructs the *Contractor* to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with ECC3 Clause 73.1.

### 3.10 Cooperating with and obtaining acceptance of others

- a. The *Employer* (including the agents of the *Employer*) operates on Site during the entire duration of the Contract period.
- b. Others, *Contractor* to be notified once appointed by the *Employer*, operate on Site during the entire duration of the Contract period.

### 3.11 Publicity and progress photographs

- a. 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*.
- b. The *Contractor* obtains the permission and approval of the *Project Manager* before erecting any notice boards or using the details of the contract in any advertising media.
- c. The *Contractor* provides a complete digital photographic record of the progress of the construction of the *Works* to the *Project Manager*, monthly as part of the *Contractor's* monthly programme narrative report

### 3.12 Completion, Testing, Commissioning and Correction of Defects

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

Item of work	To be completed by
As built drawings as specified in the <i>Works</i> Information	Within 14 days prior to Completion.
Performance testing of the <i>Works</i>	To be conducted as the <i>Works</i> progress in order to satisfy the requirements of the Technical Specifications.

3.12.1 The *Contractor* is permitted to carry out the following *Works* after Completion Defects during maintenance period.

3.12.2 Use of the *Works* is required before Completion has been certified  
None.

3.12.3 Provision of materials, facilities and samples for tests and inspections

The *Contractor* provides the following:

- a. The *Contractor* is to provide all materials, facilities and apparatus required for any test and /or inspections required by the *Works* Information.
- b. The *Contractor* is to provide samples as required by the *Works* Information.

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

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

- a. Safety, access control and work procedures as determined by the Ports Manager.
- b. These may be the same as communicated elsewhere within this *Works* Information as at the starting date/access date, or as the *Works* are now in use by the *Employer's* occupation of the Site, the same may be incrementally or substantially changed post Completion.



#### 4 PLANT AND MATERIALS STANDARDS AND WORKMANSHIP

##### 4.1 Investigation, Survey and Site Clearance

The *Contractor* carries out the following investigations at the Site:

- a. Conducts a detailed engineering investigation including all sampling and testing as required to determine the detailed scope of the remedial actions pertaining to the portal harbour cranes bases and quantifies these. The investigation and testing shall commence as soon as practicably possible after site establishment has been begun and shall be completed within a maximum period of 3 days. The *Contractor* shall inform the *Project Manager* on completion of the investigation and shall submit a repair pack for approval within 5 days following this notice.
- b. Conducts an investigation to determine all the existing services on the site. Marks and records all these services.
- c. Maintains a concise record of the conditions of all existing site infrastructure and services

##### 4.2 National Standards

The latest editions and/or amendments of the following Standards and Codes shall be considered a minimum requirement. In the event of differing requirements, the most stringent Code or Standard shall apply:

- a) Occupational Health and Safety (OHS) Act No. 85 of 1993.
- b) South African National Standards.
- c) DIN or British Standard Specifications. / DIN, EN and ASME Standard Specifications.
- d) N.O.S.A. Safety Guidelines.

##### 4.3 Civil Engineering and Structural Works

###### 4.3.1 Code of Practice for Steel Construction

The relevant sections of this document shall conform to the requirements of the SANS 1200 H Series of Standards.

###### 4.3.2 Steel Castings

Steel castings shall be sound, clean and free from all defects and distortion of any kind and should, except where otherwise specified, confirm with the conditions and tests specified in SANS 407: 2000 for the particular purpose according to service. They shall be thoroughly annealed and all working parts and bearing surfaces shall be machined and turned accurately with correct finish.

#### 4.3.3 Galvanising of Steelwork

This shall be in accordance with SANS 121: 2000 latest revision and the relevant Project Standards

Note: on National Standards: Where given, these are a minimum requirement, and not limited. Equivalent Standards are acceptable but must be specified.

#### 4.4 Electrical and Mechanical engineering *Works*

##### 4.4.1 Code of Practice for the design of shipyards and sea locks

The relevant sections of this document and the *Works* in general as it pertains to design and fabrication shall conform to the requirements of BS 6349-3:2013 Maritime *Works*.

#### 4.5 Materials, fabrication and finishing

All materials, where applicable, shall conform in respect to quality, manufacture, tests, and performance, to the Project Standards, South African National Standards/the International Electro technical Commission, or where no such Standard exists, the appropriate British Standard. Materials not specifically stipulated shall be of the best commercial quality.

All welding activities performed by the *Contractor* shall be in accordance with appropriate codes, standards and the Project Standards and shall also include the following:

4.5.1 All welds shall be laid smooth and external welds strip polished.

4.5.2 All stainless steel and 3Cr12 welds shall be pickled and passivated.

#### 4.6 Ease of Operation and Maintenance



All Plant and Materials supplied by the *Contractor* shall be designed and constructed for ease of operation and maintenance to ensure that the availability, reliability requirements and operating time efficiencies stated in the Specifications are achieved and maintained throughout the life span of the Plant and Materials. The Following shall also be noted:

4.6.1 All operational, maintenance and inspection points shall be safely accessible.

4.6.2 All working platforms shall be wide enough for safe and easy passage

The *Contractor* shall provide a specification and procedure that shall suggest the safest and most efficient operation to carry out the cleaning and maintenance of all Plant and Materials to be supplied by the *Contractor* as well as outline and supply all specialist tools required for these operations.

4.6.3 Safety equipment and name plates

The *Contractor* shall secure all safety equipment, guards, notices, and nameplates associated with all Plant and Materials erected by the *Contractor*. This will include but is not limited to the following items:

4.6.4 Hot surface guards

4.6.5 Railings and chains

4.6.6 Signage and notices

4.6.7 Name plates

4.7 Erection Planning

The *Contractor* shall develop and submit to the *Supervisor* and *Project Manager* a detailed erection plan for the erection of all Plant and Materials, 10 (ten) days after the award date.

The erection plan shall outline the following as a minimum:

4.7.1 Critical Path definitions

4.7.2 Installation start Dates

4.7.3 All site progress meeting dates

4.7.4 Installation milestone dates

4.7.5 Installation and Erection completion dates



#### 4.8 Rigging

Before undertaking heavy lifting and rigging, the *Contractor* must undertake a rigging study and all rigging activities must have the following in place:

- 4.8.1 The rigging study must be reviewed by the *Supervisor* and the *Employers* Safety Officer prior to any heavy lifting and rigging activities being undertaken by the *Contractor*.
- 4.8.2 The rigging study must be co-ordinated with the overall site planning and activities schedule.

The *Contractor* shall supply all qualified and experienced personal required to effectively and efficiently position, align, install, and erect all Plant and Materials supplied (by others) in a timely manner. This shall also include the installation of all rigging equipment fixed and mobile, such as crawl beams, crawls, "A" frame, gantries, hoists, etc. as required to lift, suspend, position, and align, etc., all Plant and Materials in their respective positions and in accordance with the manufacturer's specifications and the Project Standards.

#### 4.9 Workmanship

The *Contractor* shall only employ competent staff to execute the *Works* and submit a competency and compliance certificate of each employee (e.g., electricians, millwrights' certifications or certificates, fitter qualifications, etc.) to the *Employer* for approval.

The Contract shall be executed in accordance with good engineering practice and the relevant standards, codes, statutory requirements, and the Project Standards applicable to the satisfaction of the *Employer*.

Should any material or workmanship supplied and performed by the *Contractor* not be to the satisfaction of the *Project Manager/Employer*; it shall be rectified at the cost of the *Contractor* and all rejected material removed from Site. The *Contractor* shall be responsible for the correct and complete installation of all Plant and Materials supplied by others.

Inspections by the *Supervisor* shall not release the *Contractor* from his responsibilities within the Contract unless covered by a formal Take over Certificate.

#### 4.10 Painting and Corrosion Protection





The *Contractor* shall carry out all preparation, priming, protection coating, painting, and finishing activities as required in accordance with both the Project Standard Technical Specification for Corrosion Protection as supplied by in this document and by TNPA.

The final coat of paint or touch ups on Plant and Materials supplied by others shall be done by the *Contractor*.

Touch ups shall be limited to any damages, scratches, scraps etc. which occurred during the offloading, storage, retrieval, assembly, positioning, alignment, installation, erection and securing of all Plant and Material or unless approved by the *Employer*. All painting activities shall be undertaken by competent personnel supplied by the *Contractor*.

#### 4.11 Lubrication

The *Contractor* shall ensure that all initial fluids, lubrication oils and greases, associated mechanisms and equipment required by all Plant and Materials and supplied by others are installed correctly and in accordance with the manufacturer's specifications. This shall also include consumables such as oil filters and chemicals, etc.

The *Contractor* shall ensure that all Plant and Materials installed, modified, removed, and reinstalled by the *Contractor* are correctly lubricated prior to Commissioning.

#### 4.12 Health, Safety and Environmental requirements

The *Contractor* shall comply with all applicable health, safety and environmental regulations and requirements for all persons entitled to be on the Site.

The *Contractor* shall be responsible for the precautions and measures to ensure the health and safety of all individuals on the Site and temporary areas (if applicable) outside of the Site, but utilised by the *Contractor*, with the prior approval of the *Employer*.

This shall also include any areas that may adjoin those areas or otherwise be affected or potentially endangered by the *Works*. The *Contractor* shall be responsible for the adequacy, stability and safety of all Site and Temporary Areas operations, methods of construction, all *Contractor's* Equipment, Temporary *Works*, and structures.

The *Contractor* shall provide and/or install for all necessary safety protection equipment (e.g., rotating parts guards, hot surface insulation/guards, and railings) and necessary *Contractor's* Personnel, in accordance with the applicable legislation in South Africa, including the Occupational Health and Safety Act (1993) of South Africa. The *Contractor* shall take special note of the requirements of the Construction Regulations, 2003.

The *Contractor* shall comply with the *Employer's* Environmental Management Plan Requirements.

The Plant's noise level shall be less than 85 dBA when measured at any point further than three metres from the source(s) of the noise.

#### 4.13 Quality Control Plan

The QCP shall be approved by the *Project Manager* and shall conform to the requirements of ISO 9001 (2000) and shall incorporate the following as a minimum:

- 4.13.1 A detailed organisation chart.
- 4.13.2 A list of Sub-*Contractor's*.
- 4.13.3 A list of the applicable quality assurance procedures.
- 4.13.4 A list of applicable Codes and Standards for design, construction, inspection and tests.
- 4.13.5 The *Contractor's* inspection plans.
- 4.13.6 Any Sub-*Contractor's* inspection plans.
- 4.13.7 Provisional programmes for expediting *Works* to be executed by Sub-*Contractor's*.
- 4.13.8 Procedures to manage the non-conformance of Plant and Materials
- 4.13.9 An audit schedule for *Contractor/Sub-Contractor* activities.

The QCP shall indicate Hold Points and Witness Points proposed by the *Contractor*. The Engineer will determine, in consultation with the *Contractor* and the *Employer*, and notify the *Contractor*, the Hold Points and Witness Points to be witnessed by the *Supervisor* and/or the *Employer*.

The Taking-Over Certificate shall not be issued to the *Contractor* until all the Hold Points on the QCP have been witnessed and approved by the *Supervisor* and/or *Employer* as required.



The *Contractor* shall be responsible for updating the QCP regularly throughout the Contract. The QCP shall be required to demonstrate compliance with the requirements of the Contract.

The *Supervisor* shall be entitled to audit any aspect of the QCP and details of all procedures and compliance documents shall be submitted to the *Project Manager* for information before each design and execution stage is commenced. When any document of a technical nature is issued to the Project Manager, evidence of the prior approval by the *Contractor* itself shall be apparent on the document itself.

The *Contractor* shall maintain the *Contractor's* Data Book for the *Works* at all times, and the *Contractor's* Data Book for the *Works* shall be made available to the *Employer* at all times during the Contract for review and approval by a Third-Party Inspector.

#### 4.14 Storage of existing Plant and Materials

Plant and Material to be stored for future use by the *Employer* shall be transported by the *Contractor* to a storage area as advised by the *Employer*. All Plant and Materials shall as far as practically possible, be stored above the ground on wood block, palettes, etc.

## 5 LIST OF DRAWINGS

### 5.1 Drawings issued by the Employer Annexure C

### 5.2 Design and manufacturing drawings to be issued by the Contractor for the components of all cranes, rails , the assembled Structure and all electrical works

### 5.3 Drawings of the layout of the crane rails to be issued by the contractor.

## SECTION 2

## 6 MANAGEMENT AND START UP

## 6.1 Management meetings

- 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. The *Contractor* attends management meetings at the *Project Manager's* request. These meetings are to be held fortnightly or as regularly as maybe determined by the *Project Manager*. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress, quality plans, Sub-*Contractor* management, as may be required.
- c. Meetings of a specialist nature may be convened as specified elsewhere in this *Works Information*, or if not so specified, be convened by persons at times and locations to suit the Parties, the nature, and the progress of the *Works*. Within five days of the meeting the person convening the meeting shall submit records of the meeting to the *Project Manager*.
- d. All meetings shall be recorded in a register, using minutes prepared and circulated by the person who convened the meeting. Such minutes (or register) shall not be used for the purpose of confirming actions or instructions under the contract as these shall be done separately by the person identified in the conditions of contract to carry out such actions or instructions.

Management Meetings Table

<b>Title and Purpose</b>	<b>Time Interval</b>	<b>Location</b>	<b>Attendance By</b>
Risk Register and Compensation Events	Every Bi-Weeks	On Site	<i>Project Manager, supervisor and appropriate invitees</i>
Overall Contract Progress and Feedback	Monthly	On Site	<i>Project Manager, supervisor and appropriate invitees</i>
Technical Meetings	Weekly	On Site	<i>Project Manager, supervisor and appropriate invitees</i>
SHE Meeting	Every Bi-Weeks	On Site	<i>Project Manager, supervisor and appropriate invitees</i>

## 6.2 Documentation Control

All documentation shall conform to the latest revisions of the following, i.e.:

- a. SANS 10111 - Code of Practice for Engineering Drawings, or
- b. ISO 9001:2000 - Quality Management Systems Requirements.

## 6.3 Safety risk management

- 6.3.1 The Contractor complies with the following requirements: All health and safety matters associated with the works will be dealt with in accordance with Occupational Health & Safety Act, 1993 (Act No. 85 of 1993) and the Project Specific Health and Safety Specifications contained in Annexures of the RFP.
- 6.3.2 The Contractor is to implement Occupational Health and Safety measures to (reduce and eliminate) the escalation of COVID-19 infections in workplaces as set out in the Schedule adopted by the Minister of Employment and Labour, in terms of Regulation 10(8) of the National Disaster Regulations (Act No. 57 of 2002) and comply to all COVID-19 related guidelines issued by the government in this regard.
- 6.3.3 The Contractor shall prepare, implement and administer the Contractor's Health and Safety Management Plan (CHSMP). The Health and Safety Management Plan must provide a systematic method of managing hazards and implementing control measures.
- 6.3.4 The Contractor must prepare and submit the Occupational Health & Safety file to the Project Manager for acceptance. The Safety plan will then be submitted to the TNPA appointed Health and Safety Agent for approval before start of the works .
- 6.3.5 The Principal Contractor ensures that its Contractor's comply with the CHSMP and relevant statutory requirements of the Occupational Health & Safety Act, 1993 (Act No. 85 of 1993), and ensure that HAZCON study is arranged with Client before commencement of construction work. The Contractor shall ensure that all role players required for HAZCON study are informed on time and PHA-PRO software is utilised for the workshop.



## TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

- 6.3.6 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:
- 6.3.7 The Construction Manager (CM) is responsible for health and safety on the Site and Working Areas and reports to the Project Manager. The Principal Contractor must ensure that the appointed Construction Manager is competent and registered with SACPCMP as a Pr. Construction Manager. The CM must ensure that the Health and Safety Manager is appointed for the project, depending on the Construction Management Plan and also ensure that Health and Safety Officer per team is appointed and both are registered with SACPCMP. The Principal Contractor ensures that its Contractor's comply with the requirements of the SMP.
- 6.3.8 The CM specific tasks are:
- a) Implement the Employer's safety management system.
  - b) Monitor Contractor's compliance to the CHSMP.
  - c) Ensure risk is at an acceptable level
  - d) Ensure the Contractor's workforce and Construction Management Team is competent.
- 6.3.9 The PSSM is responsible for ensuring that the Contractor complies with the SMP. The PSSM acts on behalf of the Project Manager.
- 6.3.10 The PSSM specific tasks are:
- a) Ensure that the overall project safety requirements are complied with
  - b) Provide guidance on safety related issues arising during the execution of the project

6.3.11 The Contractor makes the SMP available to its employees and Sub-Contractors in the language of this contract.

#### 6.4 Environmental constraints and management

The *Contractor* performs the *Works* and all construction activities within the Site and Working Areas in accordance with the provisions of the specification Standard Environmental Specification (SES), Project Environmental Specifications (PES) and specification Construction Environmental Management Plan (CEMP) contained in Annexure D, E and F as well as section C of the Scope of *Works*

The *Contractor* ensures that its *Sub-contractors* comply with the requirements of the CEMP.

The CSHEO submits daily, weekly, and monthly checklists as required by the CEMP to the ProjEM.

The CEMP is:

- a. *Contractor's* Declaration of Understanding.
- b. Environmental method statements for construction operations.
- c. Materials handling use and storage.
- d. Environmental closure certificate.
- e. Environmental inspections and audits.
- f. Environmental alignment meetings.

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

- a. The Construction Manager (CM) is responsible for environmental management on the Site and Working Areas and reports to the *Project Manager* with specific tasks to.

- b. Implementing the *Employer's* CEMP.
- c. Monitor *Contractor's* compliance to the CEMP.

The Project Environmental Manager (ProjEM) is responsible for ensuring that the *Contractor* complies with the CEMP and acts on behalf of the *Project Manager*.

The Project Environmental Officer (ProjEO) reports to the PSSM and ProjEM, conducts the day-to-day tasks to ensure that the *Contractor* complies with the CEMP and acts on behalf of the *Project Manager*.

## 6.5 Quality assurance requirements

### 6.5.1 Quality system

The supplier shall maintain an effective quality system in accordance with the relevant requirements of SABS/ISO9000 Series, or equivalent standard, to ensure and demonstrate that material, workmanship, procedures, and services conform to the specified requirements.

A copy of the *Contractor's* / supplier's Quality Manual may be requested for review by TRANSNET followed, at Transnet's option, by Quality Assessments or Surveillance's to obtain evidence that a satisfactory quality system is being maintained.

### 6.5.2 Work Procedures Plan

Within a maximum of two (2) weeks following Contract Award or as per order condition, the *Contractor* shall produce a Work Procedure Plan. This Procedure Plan, as a MINIMUM, identifies the following:

- Order Number, Job Title.
- Organogram with nominated personnel, including signatures and initials.
- Scope of Job, Equipment, Structure(s)
- Basis for Designs and Fabrication, e.g. codes and specifications.
- Communication e.g. contacts address, telephone number, facsimile number, numbering systems and formats.
- Bar Chart (Time Schedule) for production, supplies and repair *Works* including Sub-Suppliers.



- Control documents, e.g. issuing and receiving, transmittals.
- Numbering of Documents.
- Specific Procedures and/or General Procedures list to be utilized.
- Internal Quality Audits and/or Surveillance's to be performed with actual dates.

#### 6.5.3 Quality Control Plan

- 6.5.3.1 The *Contractor* shall provide a Quality Control Plan (Inspection and Test Plan) specifying his proposed quality control activities for the entire scope of supply and scope of *Works*. The Quality Control Plan shall incorporate, as a minimum, an Inspection Check List. The Quality Control Plan shall reference the procedures, codes and standards which apply to the listed activities, the acceptance criteria, the records to be produced and similarly it shall incorporate all Sub-*Contractor's* and suppliers' activities. The Quality Control Plan shall be prepared on the *Contractor's* / Suppliers standard format.
- 6.5.3.2 Deviations from this Quality Control Plan may only be permitted following acceptance in writing by the Engineer and/or the appointed Third-Party Inspection Authority.
- 6.5.3.3 The *Contractor* shall not undertake any work in advance of the review and acceptance of the Quality Control Plan without the written consent of Transnet.
- 6.5.3.4 During the review of the Quality Control Plan/Inspection and Test Plan, Inspection and Test intervention points will be included by Transnet and, where applicable, the Third Party to indicate their intended monitoring during manufacturing, and installation.
- 6.5.3.5 The *Contractor/Supplier* shall ensure that any work sub-contracted will be covered by Quality Control Plans / Inspection and Test Plans generated by the relevant Sub- *Contractor* or Supplier.

#### 6.5.4 Pre-Inspection Meetings

Pre-inspection meetings may be held at the discretion of Transnet. In such cases, the content of the agenda shall include, but not be limited to, the following:

- Documentation: Method of Submission, review etc.
- Quality Control Plan: Agreement of inspection, witness, review and hold points, Agreement of contacts for notification, etc.
- Code Data book / QC Dossier: Agreement to contents and format.

- QC Procedures: Agreement to Scope.
- AIA: Authorised Inspection Authority requirements.
- Communications: Responsible persons.
- Non-destructive Testing: Personnel qualification, method and extend required.

#### 6.5.5 Inspection

6.5.5.1 Definition: Inspection means all activities such as measuring, examining, testing, gauging one or more characteristics of material or service and comparing these with specified requirements to determine conformity.

#### 6.5.5.2 Inspection Point Definition:

- Hold Point = H: This indicates an inspection or test which is considered vital to quality, integrity and safe functioning of the material or services and which can only be achieved at this point. The *Contractor* shall not proceed beyond this point beyond this point without written approval by Transnet and/or the appointed Third-Party Inspection Authority.
- Witness Point – W: This indicates an inspection or test which may be equally as important as a Hold Point, but which can be waived by the appointed Third-Party Inspection Authority or Transnet.
- Review Point – R: This indicates that information collected is required to be reviewed and approved. The job may continue past the review point, however, if the information is inadequate or does not satisfy the requirements, may necessitate additional work.
- Inspection Points – I: During the review of the Quality Control Plan, Inspection points will be added by Transnet and where relevant, the Third-Party Inspection Authority to indicate the intended monitoring of the *Contractor's* and/or Sub- *Contractor's* quality control.

#### 6.5.5.3 *Contractor's* Inspection

The *Contractor* shall as a minimum, carry out the inspections as detailed in the Quality Control Plan and maintain the required records for verification by Transnet and/or Third-Party Inspection Authority. For sub-contracted material or services, the *Contractor* shall ensure that controls are effective, including, where necessary, monitoring at the Sub-*Contractor's Works* and retention of the necessary records.

Signing-off of the Quality Control Plan progressively by all relevant parties is a mandatory requirement following the indicated inspection activity.

#### 6.5.5.4 Readiness for Inspection

Material or services shall be deemed ready for inspection by Transnet only when:

- Material or services shall be deemed ready for inspection by Transnet only when:
- The *Contractor* has firstly carried out his own inspection at the stage identified on the relevant Quality Control Plan and is satisfied that material, workmanship and services meet the specified requirements. Documented evidence shall be maintained by the *Contractor* including signing-off the Quality Control Plan.
- All applicable certificates and quality documents are available for review at the inspection location. Immediately following receipt by the *Contractor* ALL material and certification (including welding consumables), the *Contractor* shall review these certificates and endorse them "Verified to Code/Specification Requirements" including date and name. Immediately following, the material and certification shall be presented to Transnet and/or the appointed Third-Party Inspection Authority for review and endorsement.

#### 6.5.5.5 Notification of Readiness for Inspection

Notification by fax/email/ telephone is required for both Hold and Witness points at least two (2) working days in advance of "Readiness of Inspection" or as agreed at the pre-inspection meeting.

Review points do not require prior notification.

- The *Contractor* shall ensure that the latest revisions of approved drawings and/or procedures with evidence of acceptance by Transnet, his nominated representative or Third-Party Inspection Authority are available.
- *Contractors* are advised that it is a condition of Purchase / Contract that all costs of Transnet's inspector, *Supervisor* and/or Third-Party Inspection Authority will be passed on to the *Contractor* for aborted inspection visits. A visit is considered aborted if:
- The *Contractor/Supplier* advises "readiness" for inspection and upon arrival of Transnet's Inspectors, Engineer(s) or Third-Party Inspection Authority, the material or Services and/or the associated documentation is not ready; or if Transnet's personnel identify that material or services are to specification such that the *Contractor's* Inspector should have identified the non-conformity prior advising readiness for Transnet's or Third-Party Inspection Authority inspection.

NOTE: An inspection report to this effect shall be generated by the Transnet's Inspector, *Supervisor* or Third Party and countersigned by the *Contractor's* duly authorised representative. This report



shall form the basis of back-charges to the *Contractor* / Supplier by Transnet. In addition, a non-conformance report shall be raised by Transnet, the *Supervisor* or the Third Party which shall be replied to by the *Supervisor* within twenty-four (24) hours.

#### 6.5.5.6 Inspection Waiver

Any Transnet Witness, or review or Hold point may, at the sole discretion of Transnet, be waived, which will be followed by an inspection waiver report.

#### 6.5.6 Materials of Construction

All material shall be purchased and certified in accordance with EN 10204 ff. requirements as a minimum. The term "Purchaser" in EN 10204 shall mean the *Contractor*. The certificates shall report mechanical properties in the heat-treated condition and must be accompanied by the relevant verified furnace charts.

#### 6.5.7 Assessment/Audit/Surveillance

6.5.7.1 Transnet reserves the right to conduct a Supplier Quality Assessment, prior to the award of any Purchase Order, to verify that the *Contractor's* system complies with the relevant quality standard. Additionally, Transnet may conduct a Quality Assurance Audit or Surveillance at any time after the award of a Purchase Order. Four (4) days notification of a QA Audit and twenty-four (24) hours notification of a QA Surveillance will be given by facsimile/email to the *Contractor's* nominated QA/QC representative.

6.5.7.2 Should the *Contractor's* quality system be found deficient during their assessments, audits or surveillance's, the *Contractor* will be given opportunity to carry out corrective action within a period of time to bring his system up to the required standard. A follow up audit surveillance will be carried out to verify that the *Contractor* has carried out the necessary corrective actions.

6.5.7.3 If, during a follow-up audit or surveillance, it is found that the required corrective actions have not been carried out, Transnet reserves the right to take such actions as necessary to rectify the deficiencies. It is a pre-requisite that the *Contractor* fully supports any such actions.

6.5.7.4 Surveillance by Inspectors will also be carried out by Transnet as an alternative method of monitoring the *Contractor's* quality control. This will normally take the form of a verification of a Section of the Quality Control Plan where the physical and documentary evidence will be required to verify compliance with the Quality Control Plan.

#### 6.5.8 Non-Conformities

6.5.8.1 Non-Conformity is defined as a deficiency in characteristic, documentation or procedure which renders the quality of an item, work, or service unacceptable or indeterminate in



accordance with specified requirements. Such Non-Conformities shall be identified by the *Contractor/Supplier/Transnet* and/or Third-Party Inspection Authority.

- 6.5.8.2 Such non-conformities require the issue of a Non-Conformity Report (NCR) by the *Contractor/Supplier* in compliance with his own QA system. The NCR then becomes the means by which the Non-Conformity is identified and triggers the need for corrective action and measures.
- 6.5.8.3 The non-conforming material, work or service shall be reviewed by the *Contractor* in accordance with documented procedures and it might be:
- Re-worked to meet the specified requirements
  - Accepted, with or without repair; or
  - Re-graded for alternative application; or
  - Scrapped.
- 6.5.8.4 All proposed re-working or repair shall, together with the relevant procedures, be firstly reviewed by Transnet and/or Third-Party Inspection Authority where applicable.
- 6.5.8.5 In the event that the Transnet Inspector and/or Third Party identifies a Non-Conformity that is not subject to a *Contractor/Supplier* NCR, the Transnet Inspector and/or Third-Party Inspection Authority will raise an NCR on the *Contractor*. The *Contractor* must issue to the Transnet Inspector in writing within twenty-four (24) hours a response indicating the corrective action they propose to make.
- 6.5.8.6 Material, work, and services which do not conform to requirements shall not be used unless written authority, on the returned NCR, is obtained for the Non-Conformity.
- 6.5.8.7 The *Contractor* shall maintain a register of his NCR's and shall submit this register to Transnet monthly. The *Project Manager* will audit the register. Transnet reserves the right to request copies of NCR's for review of deviation and disposition.
- 6.5.8.8 Corrective actions will necessitate additional inspections and/or tests shall be included in an updated Quality Control Plan which shall be submitted for review to Transnet.
- 6.5.8.9 The *Contractor* shall ensure that their procedures provide for the identification and segregation of all non-conforming materials, work or services

#### 6.5.9 *Contractor* Document Submissions

- 6.5.9.1 When the *Contractor* submits their documents for re-view, they shall, where relevant, submit them to the Transnet document handling nominated contact.

6.5.9.2 Transmittals shall only cover one item per PO and shall be submitted in complete sets in order to perform a full review, e.g. WPS's, weld procedure, weld map summary, material lists and GA drawings and calculation, etc.

#### 6.5.10 Handover Acceptance System

The Purpose of this system is to provide essential handover and acceptance information to all parties engaged in the construction, modification, demolition, refurbishment, manufacturing, installation and commissioning of plant and equipment at the Durban dry-dock. The information and guidelines required to achieve a smooth sequence between all construction and commissioning activities, and thereafter the successful start-up operations and transfer of ownership of plant and equipment to Transnet, Durban dry-dock.

This procedure provides for a sequenced, construction completion and checkout of plant/equipment leading up to the transfer of care, custody, and control to Transnet. This procedure adopts a two-package handover system:

- Quality Control Dossier
- Management Package

#### Quality Control Dossier and Management Package Compilation

The Contractor shall in accordance with this procedure and requirements in the Purchase Order/Technical Specifications, compile the Quality Control Dossier and Management Package with the accepted contents.

The Contractor shall compile the Quality Dossier which includes the Code Data Book (format as stipulated in this document) in accordance with this procedure to ensure that all requirements have been met and the relevant documents are included in the Quality Control Dossier.

For multiple disciplines e.g. new installations, fabrications, modification or welding Works, the QC Dossier shall be developed for each discipline or system.

Management Package: consists of:

- Completed "Punch-List", signed off by operations, area manager and the Engineers appointed 16.2 responsible for the area/unit.

#### Drawing Package "as-built"

Vendor Data Documentation as per Bill of Material of detail designs and as built documentation.

The Engineer shall:



## TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

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Collect and compile the Management Package in accordance with this procedure, to ensure all requirements have been met. This ensures that:

The QC Dossier has been signed off by Transnet and the Inspection Authority (where applicable)

The plant/facility/equipment has been commissioned (or handed over) by and with operations,

All required performance tests have been successfully carried out by operations and maintenance department,

Copies of approved test run certificates have been inserted into the Management Package.

All maintenance documents have been updated and new instructions been inserted.

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

Quality Plan for the Contract

Quality Policy

Index of Procedures to be used and

A schedule of internal and external audits during the Contract

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.

#### 6.5.11 Code Data Book

The Code Data Book shall have the following content and format:

- Cover Page:
  - A MANUFACTURER/*CONTRACTOR*
  - B ENGINEERING *CONTRACTOR* (if applicable)
  - C AUTHORISED INSPECTION AUTHORITY (or certifying body)
  - D PURCHASE ORDER NUMBER
  - E CONTRACT NUMBER
  - F EQUIPMENT/PLANT/*WORKS* DESCRIPTION
  - G MAUFACTURERS SERIAL NUMBER (if applicable)
  - H CODES AND STANDARDS USED
1. INDEX OF CONTENTS
  2. RELEASE OF NOTES (*CONTRACTOR/CLIENT*)
  3. DETAILED DESIGN DRAWINGS

4. "AS-BUILT" DRAWINGS

5. CERTIFICATE OF COMPLIANCE

6. DESIGN CALCULATIONS

7. MATERIAL AND CONSUMABLES CERTIFICATIONS

6.a Material List

6.b Material Map (Outline Drawings)

6.c Mill Test Certificates marked with item number.

6.e Heat treatment charts, NDE and mechanical testing.

8. INSPECTION REPORTS

7.a Quality Control Plan

7.b Dimensional Inspection Report (sizes etc.)

7.c Heat Charts and Certificates.

9. NON-DESTRUCTIVE TESTING DOCUMENTS

8.a NDT Map

9.b NDT Procedure Record Summary

10.c NDT Personnel Qualification Record Summary

11.d NDT Reports

6.6 Tests on Completion

6.6.1 Introduction

The required tests on completion shall consist of the following:

- Pre commissioning
- Commissioning
- Trial operation
- Performance



The *Contractor* shall complete all pre-commissioning and commissioning tests on all Plant and *Works* completed under this Contract.

In order to achieve this the *Contractor* shall fulfil the following requirements:

- Development and supply of commissioning and test plans for the approval of the *Project Manager* and *Supervisor*
- Implementation of formal handover procedures and documentation from construction to commissioning

#### 6.6.2 'Punch List' category Items

- Category A: Items which compromise safety and integrity of personnel, plant, equipment, and infrastructure and must be completed following the pre-commissioning tests but prior to the commissioning and trial operation tests being undertaken
- Category B: Items which require correction prior operational acceptance and are required to be remedied following the commissioning and trial operation tests but before *Employers* taking over
- Category C: Items required to be remedied during the defect's notification period

#### 6.6.3 Pre commissioning

The *Contractor* shall complete all pre-commissioning tests and all Punch List Category A items shall be compiled during these tests and be attended to prior to the commencement of the commissioning tests.

#### 6.6.4 Commissioning

The *Contractor* shall as soon as practical after carrying out the pre-commissioning tests and once all Punch List Category A items have been attended to, carry out the commissioning tests.

The Punch List Category B items shall be compiled during these tests and be attended to prior to the commencement of the trial operation tests.

#### 6.6.5 Trial Operation

As soon as is practicable after completion of the commissioning tests, a 72-hour trial operation of the Plant shall take place.



#### 6.6.6 Taking Over

Prior to the *Employer* being required to take-over the Plant all The Punch List Category B items shall be remedied.

The *Works* and the Plant shall be taken over when the Tests on Completion have been passed and punch List Category B items have been attended to.

#### 6.7 Programming constraints

##### 6.7.1 Tender Program

A summary program, hereinafter referred to as the "Tender Program" for the duration of the contract are submitted by the *Contractor*, reflecting all Milestone deliverables and Events.

The level of this program must at least be "compatible" to the Price Schedule columns and or the breakdown of sections in the bills of quantities as applicable. The incidence of Payment Schedules or Cash Flow Forecast submitted with the *Contractor's* program must be based on this program.

The *Contractor's* Programs are evaluated by the *Project Manager* to assess the *Contractor's* ability to plan his portion of the project to the extent necessary for the high degree of mutual co-ordination demanded by the Project.

Non-compliance with this specification may lead to the disqualification of the tenderer. At the *Project Manager's* discretion, the *Contractor* may be requested to prepare and submit a new Contract Program.

##### 6.7.2 Initial Program, Contract Program and Subsequent Revisions

- a. The *Contractor* submits a program within 1 weeks of the date on which he was notified of having been awarded the contract / order.
- b. Any program submitted which does not supply all the required documentation set out in this document shall be deemed to be rejected, whether or not the *Project Manager* does so in writing.



- c. This Initial Contract Program, hereinafter referred to as the "Initial Program", is be drawn up at the level of detail necessary in the opinion of the *Project Manager* to ensure effective control over the work, usually to Level 4 detail.
- d. A "Summary" or "ham-mocked" program is submitted with the Initial Program. The summarized activities are inserted in such a way that the Milestone Dates as well as major interfaces of services and/or other contracts logically required for the completion of the contract are clearly shown. The start and finish of the summarized or ham-mocked activities are clearly indicated on the detailed network.
- e. Unless stated to the contrary, the *Project Manager* will examine and comment on the Initial Program within 2 weeks of submission and the *Contractor* amends and submits this program, hereinafter referred to as the "Contract Programme" for approval within a further period of 5 days.
- f. The *Project Manager* may not in every instance be able to provide all information or working drawings, where applicable, of every aspect of the *Works* but such non-availability will not be deemed to be an excuse for non-presentation of programs. In such instances the relevant part of the program should be based on the *Contractor's* best estimate with a statement on which assumptions or drawings it is based.
- g. Should the *Project Manager* so require, or should problems occur during the execution of the contract, the *Project Manager* might request that portions of the program be expanded to enable closer control to be exercised e.g. site construction and commissioning programs. In such cases the more detailed *Works* fit exactly into the logic and time span of the Contract Program but may be presented as separate programs.
- h. Minor revisions to the Contract Program may be introduced from time to time by mutual agreement. Should the *Project Manager* require a major revision to the Contract Program, such revision will be specified to the *Contractor* in writing.
- i. The *Project Manager* specifies the date by which the *Contractor* is required to submit the revision in question. This date is not, unless otherwise agreed, be less than 2 weeks from the date of notice.
- j. Revised Payment Schedules are required based on the revised Contract Program. These revisions are made when changes occur in this program and must be updated every month to include actual payments.
- k. Should the *Contractor* require a major revision affecting the logic or dates of the program, such revision will be specified to the *Project Manager* in writing for approval before the revision is performed.

- l. A revision to the program does not invalidate the "Date of Completion" in terms of the General Conditions of Contract and as given in the appropriate schedules. Changes to these dates can only be effected through a contract amendment.
- m. Progress is monitored against the latest revised program and payments controlled by the latest revised Payment Schedule accepted by the *Project Manager*.

### 6.7.3 Progress Reporting

- a. The *Contractor* updates the program and supplies the progress reports to show actual and expected progress compared to the latest agreed Contract Program. Progress information may be verified by the *Project Manager* at any stage.
- b. Progress reports on design, manufacturing, shipping, transport and site progress are submitted separately as per Table 1: Progress Reporting Requirements.
- c. The methodology to define work content in the progress curves needs to be agreed to between the *Contractor* and *Employer* within 5 days of Contract Award and may include parameters such as man-hours, m<sup>3</sup> concrete, tons of steel, length of cable and cable rack to be installed, number of terminations, etc.
- d. The work content needs to be specifically designed to suit the type of work and to effectively indicate actual progress against planned progress.
- e. Progress reports are submitted in line with the requirements as specified in the table below.

TABLE 1: PROGRESS REPORTING REQUIREMENTS

ITEM	DESCRIPTION	FREQUENCY
1.	General Planning Report and revised network if logic has changed since the previous report.	Weekly
2.	Critical Activities Report. (Look ahead)	Weekly
3.	Milestone Report.	Weekly
4.	Updated Bar Charts.	Weekly
5.	Updated Program Graphs.	Weekly
7.	Progress S-Curves.	Weekly
8.	Expediting Report	Weekly
9.	Milestones of Deliverables	Weekly



- f. The *Contractor* uses Microsoft Projects for his programme submissions or a similar programme software package equivalent to Microsoft Projects 2003 or later version subject to and with the prior written notification and acceptance by the *Project Manager*.

#### 6.7.4 Reporting and monitoring

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

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

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

- a. The *Contractor* submits the programme narrative report detailing the status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; plant and equipment histograms; S-curve of overall progress; and critical action items (top 10). Report indicates "progress this period" and "progress to date".
- b. The *Contractor's* weekly programme narrative report, updated and issued weekly, includes:
  - i. 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.
  - ii. 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.
  - iii. Manpower Histogram – reflecting actual, forecast, and planned activities
  - iv. Plant and Equipment Histogram – reflecting actual, forecast, and planned activities



- v. S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values.
- c. 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 indicates “progress this period” and “progress to date” and include, but is not limited to, the following:
  - i. Summary of progress achieved during the reporting period.
  - ii. Latest Accepted Programme.

#### 6.8 *Contractor's* management, supervision, and key people

The *Contractor* provides an Organogram and Curriculum Vitae's of all his Key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and shows how such Key people communicate with the *Project Manager*, the *Supervisor* and their delegates.

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

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

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

The CSHEO tasks include but are not limited to:

- a. Reports a safety incident to the *Project Manager*.
- b. Reports a safety incident to the *Project Manager*.
- c. Attends all SHE meetings, toolbox talks, induction programmes and monitors compliance with the CHSMP.
- d. Submits daily, weekly and monthly reports and data as required by the CHSMP to the PSSM.
- e. Reports an environmental incident to the *Project Manager*.



- f. Undertakes daily, weekly and monthly inspections of the Site and Working Areas as required by the CEMP and submits reports to the ProjEM.
- g. Monitors compliance with the CEMP and the environmental method statements submitted to the *Project Manager*; and
- h. Ensures the *Contractor* clears litter from the Site and Working Areas.

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

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

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

- a. Maintains the comprehensive register of documents required by the PQP.
- b. Undertakes all inspections and testing required by the PQP.
- c. Prepares and regularly updates the CDR, and
- d. The *Contractor* employs a *Contractor's* Industrial Relations Practitioner (CIRP), based on the Site, as a key person under ECC3 Clause 24.1.
- e. The CIRP ensures that all reports and Industrial Relation requests are submitted accurately and in a timely manner to the *Project Manager*.

The CIRP tasks include but are not limited to:

- i. Dedicated to human resources, industrial relations and any other *Contractor* employee related function; Resolve all human resources and industrial relations matters arising from the *Contractor's* employees.
- ii. The *Contractor* employs the *Contractor's* Planner (CP), based on site, as a key person under ECC3 Clause 24.1.
- iii. The CP is based on the Site and is responsible for all construction programming, planning, and reporting as stated under paragraph 2.6 of this *Works Information*.

f. The CP tasks include but are not limited to:

- i. Undertakes the planning and scheduling of all activities comprising the *Works*.
- ii. Ensures the *Contractor* submits the first and all subsequently revised programmes accurately and in a timely manner to the *Project Manager*.
- iii. Ensures the *Contractor* submits programme narrative report to the *Project Manager* at weekly intervals.



#### 6.9 Training Workshops and technology transfer

The *Contractor* facilitates the following requirements for training Workshops:

- a. A safety pre-mobilisation Workshop.
- b. *Contractor* employee safety training programme.
- c. The *Contractor* utilises local people for staffing up some of his requirements and ensures that there is adequate skills transfer taking place.

#### 6.10 Insurance provided by the *Employer*

The insurance that will be provided by the *Employer* is as per the procedure manual contained in Part C1.

The procedure manual further details the cover to be arranged by the *Contractor* and sub-*Contractor's* as well as exclusions and deductibles.

The *Contractor* liaises with the *Employer* and the *Project Manager* at the Contract Date to declare the ECC3 contract details to the *Employer's* insurance brokers WILLIS SOUTH AFRICA (PTY) LTD.

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

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

#### 6.11 Contract change management

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

#### 6.12 Provision of bonds and guarantees

The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC3 contract.



#### 6.13 Records

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

### 7 PROCUREMENT

#### 7.1 Code of Conduct

Transnet 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:

- a. The Transnet Procurement Procedures Manual (PPM).
- b. Section 217 of the Constitution - the five pillars of Public PSCM (Procurement and Supply Chain Management): fair, equitable, transparent, competitive and cost effective.
- c. The Public Finance Management Act (PFMA).
- d. The Broad Based Black Economic Empowerment Act (B-BBEE); and
- e. The Anti-Corruption Act.
- f. This code of conduct has been included in this contract to formally apprise Transnet Suppliers of Transnet's expectations regarding behaviour and conduct of its Suppliers.

#### 7.2 The *Contractor's* Invoices

The *Contractor* is paid by electronic bank transfer within the period stated in the Contract Data.

The *Contractor* provides the *Employer* with his correct banking information to make the transfer.

All payments are provisional and subject to audit.

The *Contractor* preserves its records for such a period as the Department of Internal Revenue may require, but in any event for not less than five years.



When the *Project Manager* certifies payment (see ECC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice and statement submission.

Timing and procedure for submitting invoices will be presented at the kick-off meeting following award.

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

**The invoice states the following:**

- a. Invoice addressed to Transnet Limited.
- b. Transnet Limited's VAT No:
- c. Invoice number.
- d. The *Contractor's* VAT Number; and
- e. The Contract number.
- f. The invoice contains the supporting details.
- g. The invoice is presented either by post or by hand delivery.

**Where applicable the invoice contains the following supporting details.**

- a. A statement of invoices,
- b. Escalation is calculated on a separate sheet and presented to the *Project Manager* for acceptance,
- c. The amount paid to date,
- d. Retention monies to be deducted from the invoice,
- e. Interest payable,
- f. Escalation formula used,
- g. Settlement discount, and
- h. Proof of ownership of materials supplied.
- i. Copies of delivery notes of equipment
- j. Summary sheet of manning
- k. Summary of progress covered by invoice
- l. The invoice is presented as an original.

### 7.3 People

Suitably qualified and certified persons are allocated to tasks.

#### 7.4 Subcontracting

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

Where the *Contractor* employs a Sub-*Contractor* who constructs or installs part of the *Works* or who supplies Plant and Materials for incorporation into the *Works* which involves a Sub-*Contractor* operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Sub-*contractor* complies with the CHSMP (described under paragraph 5.3 of the *Works* Information) and the CEMP (described under paragraph 5.4 of the *Works* Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Sub-*contractor* which reflect the *Contractor's* obligations under the CHSMP, CEMP and PQP.

The *Contractor* ensures that a Sub-*contractor* complies fully with the *Contractor's* Quality Management System (as described under paragraph 5.5 of the *Works* Information). Quality system requirements are applied on all subcontracts to the point where the acceptability of supplies can be demonstrated solely by the

conduct of inspection and/or examination of goods upon receipt at the designated point of delivery.

#### 7.5 Plant and Materials

The *Contractor* provides all Plant and Materials for inclusion in the *Works* in accordance with the *Works* Information.

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

The *Employer* generally provides no "free issue" Plant and Materials but in this case sealing face materials shall be free issue.

#### 7.6 Tests and inspections before delivery

At the discretion of the *Project Manager* some equipment and components are inspected at place of manufacturer before it is delivered to site.

TRANSNET NATIONAL PORTS AUTHORITY CONTRACT

NUMBER: TNPA/2023/01/0002/20854/RFP

DESCRIPTION OF THE WORKS: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

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## **PART C4: SITE INFORMATION**

## **PART C4: SITE INFORMATION – PORT OF DURBAN**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
	This cover page	1
	Site Information	2-4
	Total number of pages	4

## **1. Description of the Site and its surroundings**

### **1.1. General description**

Durban Prince Edward Graving Dock site is located at the Port of Durban, corner of South Coast Road and Bayhead Road. The Graving Dock is a mass concrete structure that is drained of water to allow the inspection and repair of a ship's hull. The Durban Prince Edward Graving Dock has the following dimensions:

Overall docking length: 352,04 m

Length on keel block: 327,66 m

Length on bottom: 352,04 m

Width at entrance top: 33,52 m

Width at coping: 42,21 m

Portal Harbour Jib Cranes are operated when and only required during docking and undocking. The primary function of the Jib Cranes is to handle of general cargo, positioning of keel blocks, hoisting man occupied cradles for painting and grit blasting, hoisting gang ways and other rigging requirements within the dry docks including fish, barley, wheat, soya, fertilizer, soda ash and baggage handling for passenger vessels

Prospective contractors shall attend the site inspection and acquaint themselves with the nature of the Works, the condition under which the work is to be performed, and the means of access to site, any limitations, or other authorities and in general will all matters that may influence or affect the contractor.

Address:

Dry Dock

Gate A Bayhead Road, Port of Durban, 4001

All Works are located at the Prince Edward dry dock, Port of Durban, shown in the following diagram:



The Graving dock was conceptualised in 1911, to accommodate repair works for war vessels and to be the largest dock in the world.

- Feasibility – Designs & geotechnical investigation Period – 1912 to 1919 (7 years)
- Execution – Construction works Period – 1920 to 1925 (5 years)
- Contractor – South African Rails & Harbours
- Commercialisation – 04<sup>th</sup> June 1925
- Age – 99 years

GRAVING DOCK			
Parameters		Operating capacity	
Length (m)	350	Tugs	4
Width (m)	33.5	Fishing Boats	8
Design depth (CD)	11.3	1st, 2nd, 3rd Generation Vessels	2
Max Avail depth (m)	10.8	Panamax Vessels	
Cranes	6	(max length - 240m)	2

Figure 1: Prince Edward Dry Dock

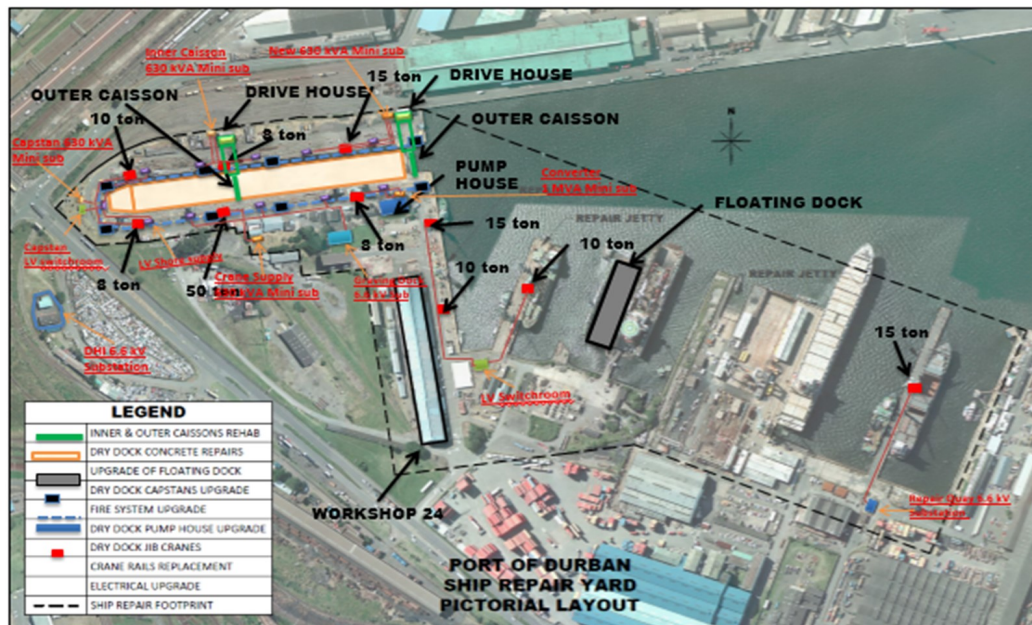


Figure 2: Prince Edward Portal Harbour Cranes Position



The construction site-camp that will be available to the Contractor will be advised at the site clarification meeting.

The Contractor shall attend the site clarification meeting and acquaint himself with the nature of the Works, the conditions under which the work is to be performed, and the means of access to the site, any limitations or other authorities and in general with all matters that may influence or affect the contract. The Contractor is to take cognisance of the traffic congestion on Bayhead Road.

Contractors shall be deemed to have allowed in their tender for any additional cost to be involved due to the foregoing.

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

The Dry Dock has Cranes on the South and Northern side. The cranes are used for ship repair operations. The Dry-Dock is highly operational and the construction work is to be conducted in such a way so as not to disrupt operations, and safe working distances from the construction fences are to be maintained at all times. Vessels will be docked during construction execution.

The Contractor shall allow for working under these conditions. Access to areas adjacent to the construction site shall be maintained at all times. Access to site will be via the existing service road off Bayhead Road.

## **1.3. Other reports and publicly available information**

The Dry-Dock is exposed to extreme weather conditions such as high wind gusts and high humidity in the summer resulting in the concrete reaching surface temperatures in excess of 50 degrees Celsius.

## **1.4. Access Limitations**

### **1.4.1. Working Hours**

Normal working hours at the Port of Durban are from 08:00 to 16:30, Monday to Friday, Inclusive.

### **1.4.2. Access Permit Controls**

There is a card access system to enter the Port Area. The Port Staff will arrange the required access permits and issue them to the contractor free of charge. Should any person lose his/her access permit these will be replaced at a cost of R 500-00 per person, to be paid by the service provider. This will also apply if permits are not returned at the end of the project completion.

### **1.4.3. Health and Safety**

Transnet National Ports Authority has a strict health and Safety policy in Place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the Contractor

## **Environmental Management Plan (EMP) documents**

# TRANSNET



*national ports  
authority*

## **Port of Durban EMP Guidelines**

(Construction, Operational & Decommissioning)

Transnet National Ports Authority – Port of Durban

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## Preface

The Environmental Department (HQ) started to develop an Environmental Management Framework (EMF) to incorporate environmental management within TNPA processes. Through this process, it was realized that this sectorial approach was not the most adequate to implement sustainable development within TNPA core business. The decision was then taken to adopt a more integrated and comprehensive approach to address sustainability challenges within TNPA. This strategic shift is the rationale behind the development of a Sustainability Management Framework (SMF).

The SMF purpose is to indicate and clearly depict how and where intervention is required into internal business unit process in order to effectively address sustainability related matters and provide guidance to achieve the sustainable development objectives of the Transnet National Ports Authority.

### ***Abbreviations:***

1. **SMF** : Sustainability Management Framework
2. **EMS** : Environmental management System
3. **EMP** : Environmental Management Plan/Program
4. **CEMP** : Construction Environmental Management Plan
5. **OEMP** : Operations Environmental Management Plan
6. **DEMP** : Decommissioning Environmental Management Plan
7. **Enviro** : Environment/Environmental
8. **SEA** : Strategic Environmental Assessment
9. **EIA** : Environmental Impact Assessment
10. **ES** : Environmental Specification
11. **DEA** : Department of Environmental Affairs
12. **DWA** : Department of Water Affairs

## **Index**

1. Introduction
2. EMP Development
3. Environmental Impact Assessments (EIAs)

### **4. Construction EMPs**

- 4.1 Background
- 4.2 Purpose
- 4.3 Implementation
- 4.4 Structure of the CEMP
- 4.5 Introduction
  - 4.5.1 Summary of key Environmental Issues
  - 4.5.2 Management responsibilities
  - 4.5.3 Monitoring & Reporting
  - 4.5.4 Key Management Plans
  - 4.5.5 Site Plans

### **5. Operating EMPs**

- 5.1 Introduction
- 5.2 Mandatory Information
- 5.3 Detailed description of the proposed activity
- 5.4 Details of any (actual and proposed) emissions or other wastes and contaminants
- 5.5 Site Environmental Induction
- 5.6 Environmental Complaints
- 5.7 Environmental Incidents
- 5.8 Monitoring
- 5.9 Auditing
- 5.10 Responsibilities
- 5.11 Supporting information

### **6. Decommissioning EMPs**

- 6.1 Introduction
- 6.2 Implementation
- 6.3 Auditing
- 6.4 Key environmental issues to be addressed
- 6.5 Rehabilitation plan
- 6.6 Key management plans
- 6.7 Monitoring
- 6.8 Site Plan

### **7. Annexure 1** Examples of Construction, Operational & Decommissioning EMPs

## **1. Introduction**

Most of the global environmental assessment practice appears to be directed at the scoping and assessment stages of EIAs. The mitigation, monitoring and management components of EIAs receive less attention. Attention is now being focused on the need to demonstrate that impacts can be monitored and managed. The EMP is recognized as the tool that can provide the assurance that the project proponent has made suitable provision for mitigation. The EMP is the document that provides a description of the methods and procedures for mitigating and monitoring impacts. The EMP also contains environmental objectives and targets which the project proponent or developer needs to achieve in order to reduce or eliminate negative impacts.

The EMP document can be used throughout the project life cycle. It is regularly updated to be aligned with the project progress from construction, operation to decommissioning. EMPs provide a link between impacts predicted and mitigation measures specified in the EIA report, or risk assessment and the implementation and operational activities of the project. EMPs outline the environmental impacts, the mitigation measures, roles and responsibilities, timescales and cost of mitigation. Three broad categories of EMPs can be recognized in the project lifecycle. They are the construction phase EMP, operational phase EMP and decommissioning EMP. The main objectives of these EMPs are all the same, namely to:

- Identify the possible environmental impacts of the proposed activity; and
- Develop measures to minimize, mitigate and manage these impacts.

The difference between these EMPs is related to the difference in mitigation actions required for the different stages of the project life cycle.

The development and implementation of a successful EMP has benefits beyond merely meeting legal obligations. EMPs are not just required for developments and projects that have undergone an EIA but according to NEMA all activities and development affecting the environment in a negative way must have an EMP. An EMP also contributes to environmental awareness of the workforce and empowers and educates employees on the importance of protecting the environment against possible negative impacts.

## **2. EMP Development**

It is the stated goal of Transnet National Ports Authority (TNPA) to implement sustainable environmental management practices within all South Africa's commercial ports. This applies to the planning, design, construction, operation, restoration, reuse and decommissioning activities and the development of port related infrastructure.

These guidelines indicate the matters that should be considered in preparing construction and operational environmental management plans (EMPs). These guidelines are not definitive but provide guide to the basic requirements for EMPs.

It is important to note that all development undertaken on port land will require a construction, operational and decommissioning EMP. All these documents will be captured within the lease agreements signed between the parties. With regards to the decommissioning EMP, it might not be possible and necessary for it to be formulated and submitted for approval at initiation of project but at a reasonable timeframe (e.g. 6 months-short term leases, 2 years long term leases ) before decommissioning and vacation of land or infrastructure. The scope and terms of reference can however be agreed upon signing of the lease. An EMP should always be prepared specifically for the location where the development occurs, having regard to the specific nature of the development activities.

Generic and non-site-specific EMPs will not be accepted. Depending on the nature of construction and operation of the proposed development, technical information may need to be provided. Specialised consultants may need to be engaged to prepare this information.

It is important that anyone requiring or preparing an EMP consider consulting with the Environmental Staff of the Transnet National Ports Authority of South Africa (TNPA). This will allow timely assessment of the EMP and prevent delays as well as submission of unnecessary information. The organization may also be able to assist you in preparing your EMP or have information that you need.

### **3. Environmental Impact Assessments (EIAs)**

EIAs are required for certain types of developments in terms of the Environmental Management Act (Act 109 of 1998) as amended in GNR 385,386 and 387. This set of legislation lists some activities that are subject to the EIA process. Examples of some of these activities are construction in a sensitive area, development of structures below the high water mark e.g. quays, moorings, breakwaters, etc.

The National Environmental Management Act (NEMA) also requires that all construction or development works be accompanied by an EMP irrespective of the nature and scale, so even if an activity does not feature in the ECA's listed activities, it still requires environmental controls to be in place. These CEMP or method statements can also be sent to the Dept. of Environmental Affairs for approval.

## **4. Construction EMPs**

### **4.1 Background**

A construction EMP (CEMP) is a practical and achievable plan of management to ensure that any environmental impact during the construction phase is minimized. The CEMP is accompanied by Method Statements which depicts or describes mitigation measures for their proposed operational methods. In preparing a CEMP, consideration should be given to the issues discussed below. The CEMP must be site specific and detail measures that will be employed on the site to minimize any



adverse environmental impact. Importantly, the CEMP must include a 'schedule of works' indicating the timing of the construction activity.

**For construction and development activities which are initiated by TNPA** itself a Construction Environmental Specification (ES) will be compiled. These ESs incorporate specifications, together with guidance for 'good environmental practice' for construction work. It will be prepared by the TNPA Environmental Department which will be responsible for the preparation of tender documentation for the construction of infrastructure. The successful contractor will then be required to submit a CEMP to TNPA to indicate how they intend meeting the TNPA requirements, as stipulated in the ES. In essence this ES will act as the EMP which then indicates the environmental requirements that will need to be met in undertaking the works. The complexity and detail of the ES will vary, based on the nature and scale of the project. In some cases this ES can also be drawn up by independent consultants or alternatively sent for external review.

**For construction activities based on application or proposal from an external client or tenant** this guide will aid contractors in drawing up an EMP in line with the requirements of TNPA. As mentioned before the EMP must be specific to nature and scale of development as well as be accompanied by an EMP for the operational phase (OEMP). More of the operational EMP (OEMP) will be discussed further in the document.

## **4.2 Purpose**

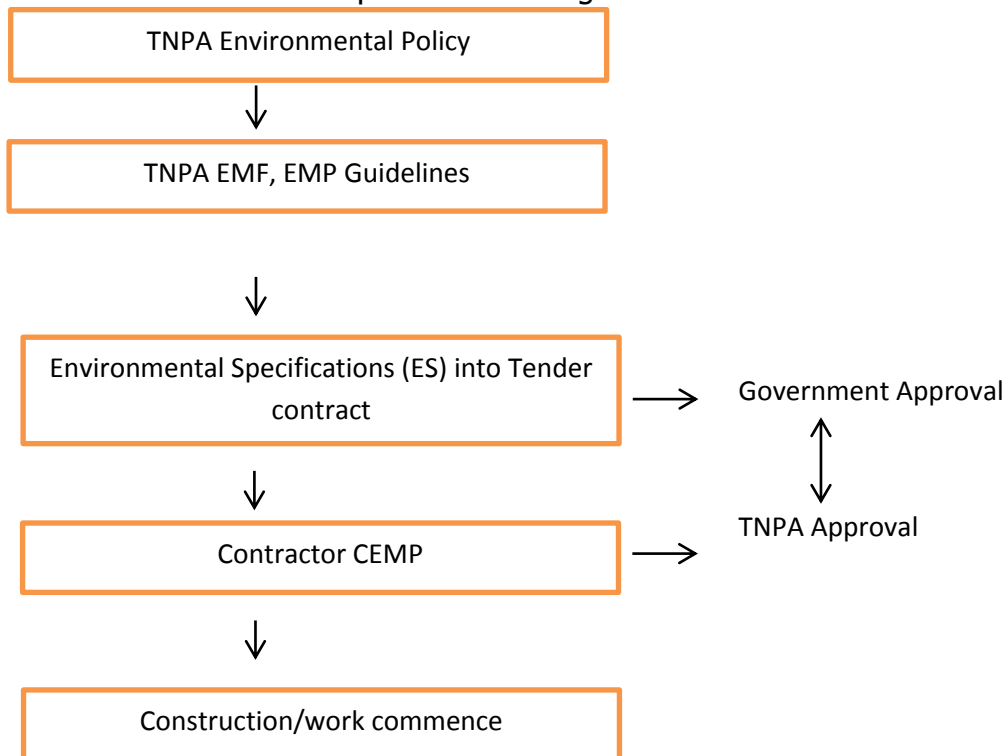
The purpose of the CEMP is to ensure good environmental management practices are undertaken with all works done in the port and that minimal impact is inflicted on the environment. It also ensures adherence to TNPA Environmental Policy, legislative requirements and those objectives from Strategic Environmental Assessments (SEAs) are met together with the conditions of EIA RoDs, where applicable.

The CEMP should specify all potential environmental impacts, control measures, performance criteria, and mitigation strategies, together with relevant monitoring and reporting procedures.

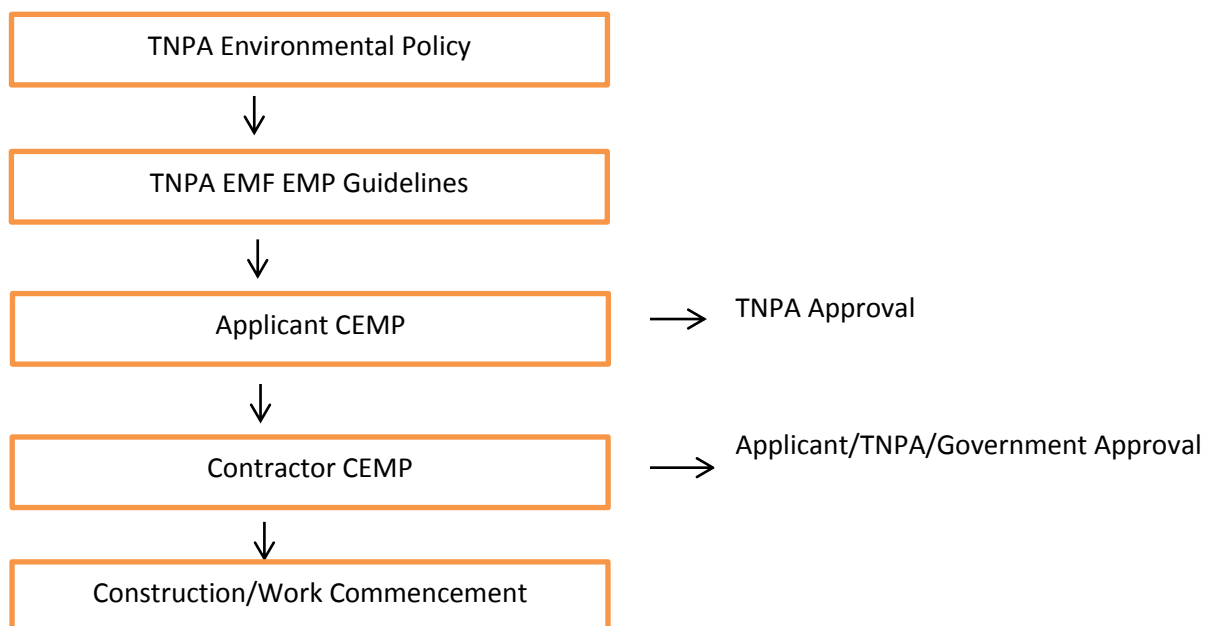
## **Annexure 1**

These guidelines present an example of a CEMP (only partially). It is not mandatory to use this format; however, it may be used as a guide and demonstrates the type of issues that may need to be addressed on a specific project. Some guidance on the key environmental issues to be addressed can be found in Fig 1.5. In addition, any contingency plans for unforeseen circumstances or impacts that may arise needs to be included in the CEMP.

The CEMP is a dynamic document, which may be subject to change or modifications as a result of site developments or changes on site.



**Fig 1.3 TNPA CEMP approval tree for construction and development activities which are initiated by TNPA.**



***Fig 1.4 TNPA CEMP approval tree for construction activities based on application or proposal from an external client or tenant.***

### 4.3 Implementation

**No construction activities can commence on port property until a CEMP has been accepted in writing by TNPA.** Furthermore, no work can commence on the site until the 'pre-start site inspection' has been held on site or appropriate agreement has been reached with the Port's Environmental Department. Ideally, a CEMP will be submitted with the development application; however, where contractors have not been appointed at the time of making the development application, the requirement for a CEMP will be a condition of approval, which will require the document to be lodged at least one week prior to the planned construction commencement date.

### 4.4 Structure of the CEMP

The following sections detail the various components of the CEMP. The level of detail required is, however, dependent on the size and nature of the development, and the sensitivity of the surrounding environment.

### 4.5 Introduction

- This should include an overview of proposed works, the scope of the development and the layout of the works site, including size and location. It should contain site-specific details, such as:
- The address and real property description of the site;
- Details of the developer/contractors, and key groups or individuals who may be associated with the project; and
- Details of the type and duration of the construction phase.

***Table 1: A summary of key environmental issues associated with the works at the site should be presented.***

Key Environmental Issues	
<ul style="list-style-type: none"> <li>➤ <b>METHOD STATEMENTS</b></li> <li>➤ <b>GENERAL SITE PROCEDURES</b></li> <li>➤ Demarcation of Environmentally Sensitive Areas</li> <li>➤ Location of camp and depot</li> <li>➤ Demarcation of the site</li> <li>➤ Access and traffic control</li> <li>➤ Toilets</li> <li>➤ Domestic waste water</li> </ul>	<ul style="list-style-type: none"> <li>➤ Materials use, handling, storage and transport</li> <li>➤ Emergency procedures</li> <li>➤ Social issues</li> <li><b>SITE CLEARANCE</b></li> <li>➤ Removal of endemic and endangered species</li> <li>➤ Removal of top soil</li> <li>➤ Stabilisation of steep slopes</li> </ul>

Transnet National Ports Authority – Port of Durban

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<ul style="list-style-type: none"> <li>➤ Refuse</li> <li>➤ Dredging</li> <li>➤ Protection of the fauna and flora</li> <li>➤ Defacement of natural features</li> <li>➤ Protection of archaeological and paleontological sites</li> <li>➤ Effluent and storm water management</li> <li>➤ Seawater turbidity levels</li> <li>➤ Dust control</li> <li>➤ Noise control</li> <li>➤ Underwater (and other) blasting</li> </ul>	<ul style="list-style-type: none"> <li>➤ Removal of alien vegetation</li> </ul> <p><b>SITE REHABILITATION</b></p> <ul style="list-style-type: none"> <li>➤ Scoping</li> <li>➤ Landscaping and preparation for re-vegetation</li> <li>➤ Seeding</li> </ul> <p><b>MANAGEMENT AND MONITORING:</b></p> <ul style="list-style-type: none"> <li>➤ General inspection and monitoring</li> <li>➤ Scientific monitoring</li> <li>➤ Environmental awareness training/inductions</li> <li>➤ Documentation</li> <li>➤ Incentives and penalties</li> <li>➤ External audit</li> </ul> <p><b>MEASUREMENT AND PAYMENT</b></p>
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The role of this section is to identify those areas, issues or values that may be impacted by the development. Risk assessment methodologies can be used to assess the potential environmental impacts, and prioritize preventative and remedial management strategies or actions.

#### 4.5.1 Summary of Key Environmental Issues

A summary of key environmental issues associated with the works at the site should be presented (Table 1). Issues to be covered may include:

- Erosion and sediment control (including wind and water erosion, depending on the environment)
- Acid sulphate soil management
- Water-quality management
- Waste management
- Air-quality management (dust and vehicle emissions)
- Historical or cultural heritage
- Noise management
- Flora and fauna
- Land contamination

The role of this section is to identify those areas, issues or values that may be impacted by the development. Risk assessment methodologies can be used to assess the potential environmental impacts, and prioritise preventative and remedial management strategies or actions. The erosion and sediment-control management plan should also pay attention to the management of existing gully inlets downstream of the construction site.

#### 4.5.1 Management responsibilities

This section should outline tasks associated with the development and implementation of the CEMP, and nominate the responsible staff members. It may include the roles and responsibilities of the following people:

- Project Manager
- Site Supervisor
- Project Engineer
- Site Foreman
- Site SHE Officer/Manager
- Employees (and sub-contractors)

#### 4.5.2 Monitoring & Reporting

This section outlines the key elements to be monitored and reported over the duration of the project, including the maintenance period. These may include Environmental Audits, Environmental complaints and corrective action reports and register, and scheduled inspections by TNPA and government officials.

The CEMP is to acknowledge that a '*pre-start inspection*' meeting is to be held – to ensure the approved CEMP, including the specified environmental controls for the site, is understood by all parties (contractors/developers/TNPA etc.). Additionally, the TNPA may also conduct audits throughout the construction phase as follows:

- '*project half complete inspection*' – to ensure work is being carried out in accordance with the approved CEMP;
- '*pre-completion inspection*' – to ensure all parties are clear on what will occur in the final stages of the construction work and what environmental issues are to be addressed; and
- '*project completion inspection*' – to ensure work has been completed in accordance with the approved CEMP and that no other matters require further work.

TNPA staff may also conduct spot inspections at any time during the project.

#### 4.5.3 Key Management Plans

For each issue identified, key management plans should be prepared. These can be presented in tabular format (refer **Annexure1**), which outlines:

- The management requirement;
- The action required to address the management requirement;
- The responsible person undertaking the action
- The timing for completing the action.

The CEMP provides the framework for managing environmental issues on the site during the construction phase. TNPA actively monitors (audits) the performance of the CEMP through site inspections and detailed environmental audits. The CEMP therefore forms part of the contract obligation since the EMP Guidelines and ES will accompany the tender and contract documentation.

#### 4.5.5 Site Plan

A site plan must be attached to the CEMP. The plan should detail the spatial location of any proposed key developments on the site (building structure etc.), natural features (waterways, sensitive vegetation etc.), and any environmental control measures, e.g. erosion controls. A copy of this plan should be displayed at the site office at all times, and be updated and amended as works progress.

### 5. Operating EMPs

#### 5.1 Introduction

An Operational Environmental Management Plan (OEMP) is focused on sound environmental management practices, which will be undertaken to minimize adverse impacts on the environment through normal operation of the facility. In addition, an OEMP identifies what measures will be put in place or will be required to manage any incidents and emergencies that may occur during the operation of the facility.

All activities undertaken on Port property require OEMPs as part of the TNPA lease agreement. The OEMP will be assessed as part of the lease adjudication process and forms an integral part of the lease agreements to be undersigned between TNPA and tenants of the Ports. Where the development involves an Environmental Impact Assessment (EIA) and approval of the OEMP might be undertaken National or Provincial government, Departments of Environmental Affairs (DEA).

An OEMP can also form the basis for an Environmental Management System (EMS) to be implemented both if development is to be undertaken with a construction phase before operations as well as when within existing infrastructure. TNPA encourages the implementation of an EMS based on the principles of the ISO 14001 international standards. A broad overview and implementation schedule needs to be provided in advance.

#### 5.2 Mandatory Information

All information listed below is mandatory for an OEMP. If the OEMP forms part of a development application, most of the information below will be included in any case.

**Note** that the applicant will typically be the entity undertaking construction or the entity undertaking the activity on site once it has been constructed. All applicants will also not necessarily be developing on port land but may also utilize existing infrastructure, in this case an OEMP and EMS outline must still be submitted in the prescribed format.

Information that must be provided about the proposal and associated OEMP includes:

- A real property description of the subject land;
- The postal address of the subject site (where possible);
- Full name and postal address of the applicant;
- The applicant's company name where applicable);

- Details of the activities that are to be undertaken and how activities will be managed;
- A scaled (dimensional) site plan (concept), including buildings, structures, drains and other site features relevant to the OEMP;
- Plans (concept) showing the proposed locations of all discharge and emission points to the environment, including where air, noise, liquids, dust, wastewater, smoke, vapours and any other contaminants are emitted; and
- Specific details and design of individual components/devices (such as dust/emission/odour extractors, waste water treatment facilities, etc.).

**Note** that as much information as possible should be included in a plan. Using a plan clearly indicates the site-specific features as they are to be located on the site. A report should accompany the plans to complete the information required for review of the OEMP.

### **5.3 Detailed description of the proposed activity**

It is essential that the applicant includes detailed description of the proposed activity in the OEMP, as it may form the basis for any licensing/permit conditions that may be requested by the organization or government departments, e.g. Dept. of Environmental Affairs (DEA), Dept. of Water Affairs (DWA), etc.

The description to include information on:

- Processes being undertaken and any emissions associated with the activity;
- Plans of the site and surrounding area, and location of any discharge points;
- Any nearby activities or environmental attributes that may be of relevance to the activity;
- An outline of the proposed operations and activities, including transport movements; and
- An assessment of risks and hazards, and measures to minimise these.

### **5.4 Details of any (actual & potential) emissions or other wastes and contaminants**

This section is to provide details of the scale, intensity and regularity of actual and potential emissions expected as part of normal operations. Information that should be provided includes:

- Quantity, regularity, concentration and description of actual and potential emissions and contaminants;
- The name and exact location of equipment giving rise to such discharges and emissions;
- The name and exact location of equipment used in the processing, reprocessing, treatment and/or discharge of wastes (on and off site);
- Treatment, recycling and/or reprocessing either on or off site; and
- Disposal and/or storage on or off site.

## **5.5 Site Environmental Induction**

All personnel entering or working in the site must receive an induction covering all relevant environmental, safety, health and security issues. The extent of the induction should be based on the length of time for which the person will be on site, the activities that they will be undertaking and the risks to which they will be exposed. In particular, the induction must provide information on known environmental risks relating to site activities and site emergency plans. No person will be issued with Port access permits unless proof of induction is provided.

## **5.6 Environmental Complaints**

An OEMP must address how any complaints relating to the operation are to be managed. An OEMP can include details of:

- The system for recording complaint details, including time, details of complainant, complaint specifics and follow up action;
- Investigation of environmental complaints;
- Notification of the relevant person or entity that complaints have been received; and
- Registration of complaints, including details of measures undertaken to satisfactorily address the complaint.

## **5.7 Environmental Incidents**

An OEMP must detail how any environmental incidents are to be recorded and managed. Such detail must include:

- The requirement to immediately take appropriate action, such as the use of spill response kits;
- The process for informing the relevant persons and/or authorities (preferably in the Dept. of Environmental Affairs prescribed manner.)
- The recording and investigation of all incidents as part of the OEMP;
- The reports prepared and circulated on the investigation; and
- Recommendations on steps to avoid similar events.

## **5.8 Monitoring**

An OEMP must provide details of any program to be undertaken to monitor the environmental aspects and effects resulting from the operation on site. As part of the approval process, specific conditions may be placed on the applicant/operator to measure and monitor environmental performance. Monitoring may be the requirement of a specific license/permit, such as storm water discharge, or based on a site-specific complaint, such as dust monitoring.



## **5.9 Auditing**

The implementation of an OEMP must be monitored continually as indicated in 4.8 above. Periodic auditing by an external entity would be beneficial, and such aspects should also be detailed in the OEMP.

## **5.10 Responsibilities**

Any OEMP must specify the individuals, positions/ or entities (together with contact details) responsible for all aspects of implementing the OEMP. In particular, the OEMP must clearly identify the individuals or otherwise responsible for:

- Receiving the reporting of monitoring, remedial action, environmental complaints and emergencies;
- Ensuring the measures/action plans are undertaken; and
- Verification, reporting and auditing of such measures/actions.

This should also include after-hours contact details for emergencies.

## **5.11 Supporting Information**

There may be a requirement to undertake other studies or prepare other plans in support of an OEMP. These will typically be prepared for sites as part of a development proposal, but may be specifically prepared for a facility. These may include:

- A risk and hazard analysis with an action programme;
- An emergency response plan;
- Lighting plan;
- An acoustic report;
- Geotechnical report;
- Flora/fauna report; or
- Details of consultation with relevant public authorities.

## **6. Decommissioning EMPs (DEMPs)**

### **6.1 Introduction**

As the final phase in the project cycle, decommissioning may present positive environmental opportunities associated with the return of the land for alternative usage and the cessation of impacts associated with operational activities. However, depending on the nature of the operational activity, the need to manage risks and potential residual impacts may remain well after operations have ceased. Examples of potential residual impacts and risks include contamination of soil groundwater, stock that has been abandoned (e.g. oil drums, scrap equipment, old chemicals, etc.) and old (unserviceable) structures.

The decommissioning phase EMP provides specific guidance with respect to the management of the environmental risks associated with the decommissioning stage

of a project. The decommissioning phase EMPs are typically encountered with storage before the ex/importing of minerals, base metals and other bulk commodities in Ports. As mentioned earlier in the document all three types of EMPs will be captured in the formal lease agreements with the latter only being required for approval on an agreed upon timeframe before vacation of land or infrastructure which should ideally be 2 years for long-medium term leases and 6 months for shorter term leases. This will enable decommissioning and rehabilitation to take place sufficiently and according to specified requirements.

## **6.2 Implementation**

All EMPs (construction, operational and decommissioning) will be captured in the lease agreements to ensure commitment to the compliance to TNPA environmental requirements, legal requirements and the implementation of an environmental management system (formal or informal). CEMP and OEMP must be submitted for approval before commencement of work or occupation of land and infrastructure. The DEMP must be submitted before lease agreement lapses in order to undertake proper decommissioning and/or rehabilitation. In the case of long and medium term lease agreements the ideal timeframe would be two years before lease lapse and for short term lease agreements 6 months before lease lapse. Adherence to these requirements will be monitored by the Property Department/Business Unit and implementation overseen by the Environmental Department/Business Unit.

## **6.3 Auditing**

TNPA will, where possible and necessary, conduct due diligence audits on newly acquired land as well as before land or a portion of land is leased to a tenant or operator. In most cases the tenants vacating the land will be required to conduct a due diligence audit to ascertain the environmental status of the land after their operational activities took place thereon. If TNPA is satisfied with the condition of the land then report can and will be communicated to the next tenant which will then act as his baseline status. If TNPA is not satisfied with the status of the land further rehabilitation and clean-up is to be undertaken by the vacating tenant. The due diligence audit will form the basis for all decommissioning and rehabilitation.

## **6.4 Key environmental issues to be addressed**

All key issues identified and addressed in the CEMP and OEMP must be looked at and the residual effects and impacts addressed accordingly. The immediate and residual effects of the following substances and materials should also be looked at, if not mentioned in CEMP or OEMP:

- Air Emissions
- Waste and Wastewater Management

- Materials/Commodity Handling & Storage
- Solid Waste Management
- Hazardous Waste
- Radioactive Waste
- Asbestos Containing Materials (ACMs)
- Polychlorinated BI-Phenyls (PCBs)
- Ozone Depleting Substances
- Odour, Dust and Smoke Nuisances
- Soil and Groundwater

## **6.5 Rehabilitation plan**

A rehabilitation plan should be submitted to TNPA for approval before rehabilitation commences. This rehabilitation plan must address all issues as per the OEMP as well as listed above but is not limited to that. TNPA will reply in writing to the applicant to continue with decommissioning and rehabilitation. This rehabilitation plan should also be sent to the Department of Water Affairs and Forestry since it is a legal requirement for all major rehabilitation plans to have their approval before commencement. Once again, only after written approval from DWAF can rehabilitation commence.

## **6.6 Key management plans**

For each contaminant or area required rehabilitation identified, key management plans should be prepared accordingly. These can be presented in tabular format (refer **Annexure3**), which outlines:

- the management requirement;
- the action required to address the management requirement;
- the responsible person undertaking the action
- the timing for completing the action.

The DEMP provides the framework for managing the rehabilitation process on the site. TNPA actively monitors (audits) the performance and progress of the DEMP through site inspections and detailed environmental audits.

## **6.7 Monitoring**

TNPA officials will continuously monitor the decommissioning and rehabilitation process to ensure compliance to plans and conditions provided or submitted.

## **6.8 Site plan**

A site plan should be submitted to TNPA indicating the rehabilitation intentions, methods and contamination levels. This site map will be used during monitoring.

## 7. Annexure 1

Examples of Construction and Operational Environmental Management Plan defined in elements tables. These tables represent examples of how to address environmental aspects, as per Table 1 (**Key Environmental Issues**).

### Element 1: Noise Management (construction phase)

#### EXAMPLE ONLY

It is acknowledged that, during the construction phase of a development, there is the potential for some generation of noise from on-site activities. The table below outlines the proposed management strategy to address issues relating to noise management that will be fully implemented prior to and during the construction phase of the development.

**Table A – CEMP: Noise Management**

ELEMENT		NOISE MANAGEMENT	
<b>Objective</b>	To manage activities on site to reduce the impact on surrounding properties.		
	To comply with relevant legislation.		
<b>Management Strategy</b>	Noise to be managed primarily through administrative controls during the construction phase.		
		Responsible Person	Time frame
<b>Actions</b>	All construction activities to be restricted to between 08h00 -17h00 during week days only;	Site Manager	Throughout construction phase
	All equipment used during construction phase to be regularly maintained to ensure efficient operation; and		
	Noise dampening equipment to be used on equipment with excessive noise-generating characteristics.		
<b>Performance indicators</b>	Lack of complaints/requests for attention by community/TNPA	Site Manager	Throughout construction phase

	officials/authorities		
<b>Monitoring</b>	Daily inspection of the work site to occur;	Site Manager	Throughout construction phase
	Service logs of equipment/machinery used on site to be monitored.		
<b>Reporting</b>	Any complaints or incidents to be reported immediately to the Site Manager, who should then record this in a logbook.	Site Manager	Throughout construction phase
<b>Corrective action</b>	Investigate cause of excessive noise;	Site Manager	Throughout construction phase
	Implement corrective measures prior to the recommencement of site works;		
	Possible rescheduling of noise generating activities to reduce noise annoyance.		
<b>Interfaces</b>	Individual contractors/sub-contractors EMPs must address and comply with any other TNPA EMP or controls which exist for the Ports.	Site Manager	Throughout construction phase

## **Element 2: Erosion and Sediment Management (CONSTRUCTION PHASE)**

### **EXAMPLE ONLY**

It is acknowledged that, during the construction phase of the development, there is a potential for ground disturbance, traffic movements and on-site drainage, which may increase the rate of erosion and sediment export from the site, and therefore impact the surrounding environment. Accordingly, the table below outlines the proposed management strategy to address issues relating to erosion and sediment management, which will be fully implemented prior to and during the construction phase of the development.

**Table B – CEMP: Erosion and Sediment Management Plan**

ELEMENT	EROSION AND SEDIMENT CONTROL		
Objective	To manage activities that exacerbate erosion, and provide on-site controls that reduce erosion and contain any transported material within the subject site.		
Management Strategy	Implementation of engineering measures and a comprehensive management strategy.		
Actions	Responsibility	Time Frame	
<p>Prior to the commencement of site works, an Erosion and Sediment Control Plan must be implemented.</p> <p>The following controls should be included in the plan:</p> <ul style="list-style-type: none"> <li>• Perimeter control measures (e.g. sediment control fencing) prior to the commencement of works;</li> <li>• Run-off water diversion measures around site works, where practicable;</li> <li>• Measures to control the tracking of site material onto surrounding sites and roads (e.g. crushed rock pads, vibration grids etc.), so as not to impede existing traffic flows;</li> <li>• Clearly marked stockpile areas with associated control measures;</li> <li>• Geofabric to be placed over field gullies and/or side entry pits during construction phase;</li> <li>• Straw bales to be placed to divert runoff from adjoining blocks around the site;</li> <li>• Clearly delineated 'no-go' movement areas;</li> <li>• Access and egress points to the site.</li> </ul> <p>The following measures must also be implemented during the construction phase:</p> <ul style="list-style-type: none"> <li>• Landscaping work to commence as soon as practicable to reduce exposure time of exposed soil;</li> <li>• Exposed areas to be covered with mulch material to reduce impacts of rainfall on the site;</li> <li>• Existing outfalls from the site to be modified to limit concentration and velocity of site flows;</li> <li>• Dust control measures to be used where required</li> </ul>	Site Manager	Throughout construction phase	

<b>Performance Indicators</b>	Site Manager	Throughout construction phase
<ul style="list-style-type: none"> <li>Erosion and sediment movement should not exceed natural rates;</li> <li>Lack of complaints/requests for attention by PBC staff.</li> </ul>		
<b>Monitoring</b>	Site Manager	Throughout construction phase
<ul style="list-style-type: none"> <li>Daily visual inspections of the work site and engineering structures should occur and be logged in the CEMP log book. Inspect immediately after a significant rainfall event.</li> </ul>		
<b>Reporting</b>	Site Manager	Throughout construction phase
<ul style="list-style-type: none"> <li>Any erosion and/or sedimentation issues should be reported to the site manager immediately. The site manager should record such incidents in a log book and report on corrective actions taken before the recommencement of site works.</li> </ul>		
<b>Corrective Actions</b>	Site Manager	Throughout construction phase
<ul style="list-style-type: none"> <li>Investigate cause of incident;</li> <li>Restore control measures prior to the recommencement of site works.</li> </ul>		
<b>Interfaces</b>	Site Manager	Throughout construction phase
<ul style="list-style-type: none"> <li>Individual contractors'/subcontractors' EMPs must address and accord with any other EMP contained in this report.</li> </ul>		

### Element 3: Waste Management (OPERATIONAL PHASE)

#### EXAMPLE ONLY

It is acknowledged that waste may be generated during the operational phase of the development. The table below details those actions required to properly manage this waste.

Table C – OEMP: Waste Management

ELEMENT	WASTE MANAGEMENT
Objective	<ul style="list-style-type: none"> <li>➤ To minimize the potential for environmental impact of wastes generated on the operational site.</li> <li>➤ To comply with all approvals and or licenses issued to the site as well as the total Port.</li> </ul>

Management Strategy	To efficiently manage the subject site and activities that may lead to generation of wastes.	
<b>Actions</b>	<b>Responsibility</b>	<b>Time Frame</b>
<ul style="list-style-type: none"> <li>➤ All waste material to be removed off site shall be contained on site prior to disposal, using appropriate storage containers.</li> <li>➤ All waste materials from operational activities shall be regularly cleared off site and disposed of at an approved landfill site.</li> <li>➤ Maintain high level of housekeeping on the site, ensuring that all waste materials are handled correctly and not left at large.</li> <li>➤ Undertake staff training upon commencement of employment to ensure compliance.</li> </ul>	Site/Terminal Manager	Throughout operational phase
<b>Performance indicators</b>		
No wastes evident on site except in designated areas and containers.	Site/Terminal Manager	Throughout operational phase
Complaints from TNPA Official/Authorities		
<b>Monitoring</b>		
Regular inspections of the site.	Site/Terminal Manager	Throughout operational phase
<b>Reporting</b>		
Logs to be kept of regular inspections as well as disposal certificates to be kept in a register.	Site/Terminal Manager	Throughout operational phase
<b>Corrective action</b>		
Where a non-conformance has occurred, a detailed report of the incident and the cause shall be prepared and kept.	Site/Terminal Manager	Throughout operational phase
Control measures are to be rectified and/or replaced in the event of non-conformance.		
<b>Interfaces</b>		
Individual site EMPs must address and comply with any other TNPA EMP or controls which exist for the Ports.	Site/Terminal Manager	Throughout operational phase



## Element 4: Hydrocarbon Contamination Rehabilitation (decommissioning phase)

### EXAMPLE ONLY

It is acknowledged that during the operational phase of an organization or business that there might be instances of pollution that has taken place on site or degradation of the quality of the land due to the nature of its activities. Therefore the affected areas have to be rehabilitated to its original state or to an acceptable level for TNPA and the authorities. The table below details how a typical action plans that can be drawn up to depict the rehabilitation process.

**Table D – DEMP: Hydrocarbon contamination Rehabilitation**

ELEMENT	DEMP: HYDROCARBON CONTAMINATION REHABILITATION		
<b>Objective</b>	To reduce the levels of hydrocarbons in the contaminated soil to less than 1000ppm. To comply with all conditions and requirements of the due diligence audit findings.		
<b>Management Strategy</b>	To efficiently rehabilitate the subject site to TNPA and legal requirements or to the condition the site was before operations.		
Actions	Responsibility	Time Frame	
<ul style="list-style-type: none"> <li>➤ All waste material to be removed off site shall be contained on site prior to disposal, using appropriate storage containers.</li> <li>➤ All severely contaminated soil to be excavated approx. 30cm deeper than contamination level and taken for remediation.</li> <li>➤ All areas that has medium to low contamination levels will be treated with bioremediation products.</li> </ul>	Site/Terminal Manager	Throughout decommissioning phase	
Performance indicators	Site/Terminal Manager	Throughout decommissioning phase	
<ul style="list-style-type: none"> <li>➤ Acceptable hydrocarbon levels of less than 1000PPM</li> <li>➤ Complaints from TNPA Official/Authorities</li> </ul>			
Monitoring	Site/Terminal Manager	Throughout decommissioning phase	
<ul style="list-style-type: none"> <li>➤ Regular inspections of the site.</li> <li>➤ All treated areas to be tested for hydrocarbon levels after completion of remediation works.</li> </ul>			
Reporting	Site/Terminal	Throughout	

Transnet National Ports Authority – Port of Durban

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Logs to be kept of regular inspections as well as disposal certificates to be kept in a register.	Manager	decommissioning phase
<b>Corrective action</b>	Site/Terminal Manager	Throughout decommissioning phase
Where hydrocarbon levels still exceed legislative levels a brief action plan with completion dates shall be prepared and kept.		
Control measures are to be rectified and/or replaced in the event of non-conformance.		
<b>Interfaces</b>	Site/Terminal Manager	Throughout decommissioning phase
All DEMP's and rehabilitation plans must be approved by TNPA and in certain cases by the Authorities.		

Transnet National Port Authority  
DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND  
INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS  
FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN  
THE PORT OF DURBAN

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## **Health and Safety Specification**

DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND  
INSTALLATION OF JIB CRANES WITH CRANE RAILS AS WELL AS  
FINAL TESTING, COMMISSIONING AND HAND OVER TO THE  
EMPLOYER IN THE PORT OF DURBAN  
XDN.E.0034-HSP-0002

<b>1. Purpose.....</b>	<b>1</b>
<b>2. Scope .....</b>	<b>1</b>
<b>3. Definitions .....</b>	<b>2</b>
<b>4. Abbreviations .....</b>	<b>6</b>
<b>5. Location .....</b>	<b>7</b>
<b>6. Contractor Health and Safety Management Plan .....</b>	<b>7</b>
<b>7. Contractor Health and Safety Policy .....</b>	<b>8</b>
<b>8. Hazard Identification and Risk Assessment (OHS Act, Constr. Regulations 9) .....</b>	<b>9</b>
8.1 Task-Based Risk Assessments .....	9
<b>9. Legal and Other Requirements.....</b>	<b>10</b>
<b>10. Health and Safety Objectives .....</b>	<b>10</b>
<b>11. Resources, Accountabilities and Responsibilities .....</b>	<b>10</b>
11.1 Construction Manager(s) .....	12
11.3 Construction Supervisor(s).....	14
<b>12. Competence, Training and Awareness .....</b>	<b>16</b>
12.1 Health and Safety Induction Training .....	18
12.2 Specific Training and Competency Requirements .....	18
<b>13. Communication, Participation and Consultation.....</b>	<b>19</b>
13.1 Toolbox Talks .....	19
13.2 Daily Safe Task Instructions (DSTI's).....	19
13.3 Health and Safety Meetings .....	20
<b>14. Documentation and Document Control.....</b>	<b>20</b>
14.1 Contractor Health and Safety File Requirements.....	20
<b>15. Construction Work Permit.....</b>	<b>21</b>
<b>16. Operational Control .....</b>	<b>21</b>
16.1 Safe Work Procedures .....	22
16.2 Management Participation and involvement CR 8 .....	22
16.2.1 Visible Felt Leadership (VFL) and Safety Observations and Coaching (SOC's) .....	22
16.2.2 Planned Task Observations.....	22
16.3 General Rules of Conduct .....	22
16.3.1 Alcohol, Drugs and Other Intoxicating Substances.....	23
16.4 Site Establishment and Rehabilitation .....	23
16.5 Signs and Notices .....	23
16.6 Machinery.....	24
16.7 Cranes and Lifting Equipment .....	24

16.8 Permit to Work .....	24
16.9 Isolation and Lockout .....	24
16.10 Electrical Safety .....	25
16.10.1 High Voltage Power Lines .....	25
16.10.2 Welding.....	26
16.10.3 Compressed Gas Cylinders.....	26
16.10.4 Portable Electrical Equipment.....	27
16.11 Electrically Powered Tools and Equipment .....	27
16.12 Pneumatically Powered Tools and Equipment.....	28
16.13 Fuel Powered Tools and Equipment.....	28
16.14 Hydraulically Powered Tools and Equipment .....	29
16.15 Hand Tools .....	29
16.16 Angle Grinders .....	29
16.17 Inspection of Equipment and Tools .....	30
16.18 Manual Handling and Vibration .....	30
16.19 Personal Protective Equipment.....	30
16.20 Sun Protection .....	30
16.21 Fuel / Flammable Liquid Storage and Refuelling .....	30
16.22 Fire Protection and Prevention .....	31
16.23 Smoking .....	31
16.24 Housekeeping .....	31
16.25 Stacking and Storage .....	32
16.26 Ladders .....	32
16.27 Facilities .....	33
16.28 Hazardous Chemical Substances .....	34
16.29 Fitness for Work .....	34
16.30 HIV / AIDS .....	35
<b>17. Occupational Hygiene.....</b>	<b>35</b>
17.1 Thermal Stress.....	35
<b>18. Measuring and Monitoring .....</b>	<b>36</b>
<b>19. Structure.....</b>	<b>36</b>
<b>20. Emergency Preparedness and Response.....</b>	<b>37</b>
20.1 First Aid Kits .....	38
<b>21. Management Review .....</b>	<b>38</b>
<b>22. Management of Change .....</b>	<b>39</b>
<b>23. Contractor Alignment .....</b>	<b>40</b>
<b>24. Incident Reporting and Investigation.....</b>	<b>40</b>
<b>25. Non-conformance and Action Management.....</b>	<b>42</b>
<b>26. Performance Assessment and Auditing.....</b>	<b>42</b>
26.1 Reporting on Performance .....	42
26.2 Audits and Inspections .....	43

<b>27. COVID-19 Cleaning and Disinfecting .....</b>	<b>44</b>
<b>28. Site Meetings Procedures under COVID-19 .....</b>	<b>46</b>
Before the meeting .....	46
During the meeting .....	47
After the meeting .....	47
<b>29. Authority Officers of Transnet.....</b>	<b>48</b>
<b>30. Contractor/s Representatives .....</b>	<b>48</b>
<b>31. Completion of the Works.....</b>	<b>48</b>
<b>32. Interference with Networks Operator's Assets and Work on Open Lines .....</b>	<b>49</b>
<b>33. Construction Management .....</b>	<b>49</b>
<b>34. Reference Documents .....</b>	<b>50</b>

## List of Tables

Table 13-1: Specific Training and Competency Requirements .....	18
Table 29-1: Reference Documents .....	50

## 1. Purpose

This health and safety specification identifies and outlines the working behaviours and safe work practices that are expected of the contractors, consultant, visitors and suppliers, that will be undertaking activities associated with the Resurfacing, Paving, Cleaning and Installation of Stormwater Drains at the Dry Dock and Shop 24 in the Port of Durban.

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

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

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

## 2. Scope

The requirements specified in this Health and Safety Specification are applicable to the Contractor as well as any contractors, suppliers, Consultants, Vendors and Visitors that may be appointed by or on behalf of Transnet as an Employer at the Resurfacing, Paving, Cleaning and Installation of Stormwater Drains at the Dry Dock and Shop 24 in the Port of Durban. It is the Principal Contractor's responsibility to ensure that all contractors and suppliers fully comply with all legal requirements as well as the requirements of this health and safety specification.

### **The Scope of Work for this Contract includes the following:**

- Site establishment
- Transport, loading and off-loading of rail, electrical and Crane infrastructure
- Removal/dismantle of redundant and or old rails and electrical infrastructure.
- Assemble and construct new electrical infrastructure, railway lines and Crane Assembly
- Driving within the port vicinity (heavy mobile equipment)
- Manual Lifting
- The use Power and or hand Tools
- Hot works
- Spray painting/painting.

### 3. Definitions

#### **Acceptable Risk**

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

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

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

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

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

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

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

#### **Authorised Person**

A person whether an employee of the network operator or not, who has been specially authorised to undertake specific duties in terms of Transnet's publication Electrical Safety Instructions, and who holds a certificate or letter of authority to that effect.

#### **Barricade**

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

#### **Benching**

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

#### **Consequence**

The outcome of an event expressed qualitatively or quantitatively.

#### **Principal Contractor**

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

#### **Competent Person**

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

#### **Construction Supervisor**

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



## **Clearance Certificate**

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

## **Electrical Officer**

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

## **Excavation**

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

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

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

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

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

## **Hazard**

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

## Hierarchy of Controls

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

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

## Incident (Occurrence)

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

## Likelihood

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

## Lost Time Injury (LTI)

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

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

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

## Light Vehicle

A vehicle that:

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

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

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

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

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

The following procedures are generally considered medical treatment:

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

### **Mobile Equipment**

A vehicle (wheeled or tracked) that generally requires:

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

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

### **Near Hit**

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

## **Regulation**

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

## **Responsible Representative**

The responsible person in charge, appointed by a contractor, who has undergone specific training (and holds a certificate) to supervise (general or direct) staff under his control who perform general work or to work on, over, under or adjacent to railway lines and in the vicinity of high-voltage electrical equipment.

## **Risk**

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

## **Risk Assessment**

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

## **Risk Management**

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

## **Total Occupation**

An occupation for a period when trains are not to traverse the section of line covered by the occupation.

## **Work Permit**

A combined written application and authority to proceed with work on or near dead electrical equipment.

# **4. Abbreviations**

DSTI - Daily Safety Task Instruction

CR – Construction Regulations, 2014

CWP – Construction Work Permit

EPC - Engineering Procurement and Construction

EPCM - Engineering Procurement and Construction Management

HIRA - Hazard Identification and Risk Assessment

IMS - Integrated Management System

MS - Management System

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

PC – Principal Contractor

SOC - Safety Observation and Conversation

TNPA – Transnet National Port Authority

VFL - Visible Felt Leadership

OHS - Occupational Health and Safety

DoEL- Department of Employment and Labour

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

MSDS – Material Safety Data Sheet

## 5. Location

The proposed construction work will take place at Dry Dock and Workshop 24 in the Port of Durban.

## 6. Contractor Health and Safety Management Plan

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

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

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

- A copy of the contractor's **Health and Safety Policy**; in terms of the OHS Act section 7
- Procedures concerning **Hazard Identification and Risk Assessment**, including both Baseline and Task-Based Risk Assessments;
- Arrangements concerning the identification of applicable **Legal and Other Requirements**, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel;
- Details concerning **Health and Safety Objectives** – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement;
- Details concerning **Resources, Accountabilities and Responsibilities** – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a Project Manager, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders;
- Details concerning **Competence, Training and Awareness** – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training;
- **Communication, Participation and Consultation** arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards;
- **Documentation and Document Control** – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents;

- Processes and procedures for maintaining **Operational Control**, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.;
- Emergency Preparedness and Response procedures;
- **Management of Change** – a process must be in place to ensure that health and safety risks are considered before changes are implemented;
- **Contractor Alignment** procedures – a process must be in place for the assessment of contractors and suppliers with regard to health and safety requirements and performance (before any contract or purchase order is awarded);
- **Measuring and Monitoring** plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. Noise, dust, etc.) In order to determine the effectiveness of control measures;
- **Incident Reporting and Investigation** procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- **Non-conformance and Action Management** procedures concerning the management of corrective actions;
- **Performance Assessment and Auditing** procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- Details concerning the **Management Review** process followed to assess the effectiveness of health and safety management efforts.

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

Should it be identified that the contractor has overlooked a high risk activity, and the plan is not aligned to Transnet Specification, the plan will not be approved by CHSA.

## 7. Contractor Health and Safety Policy

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

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

The policy must commit to:

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

- The prevention of incidents, and
- Achieving continual improvement with regard to health and safety performance.

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

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

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

The Contractor must comply to Construction Regulations, clause 9.

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

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

### **8.1 Task-Based Risk Assessments**

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

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

A Task-Based Risk Assessment must at least:

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

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

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

## 9. Legal and Other Requirements

The Contractor must comply with the requirements of all applicable health and safety legislation as well as TNPA's project-specific standards and procedures as amended from time to time.

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

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

## 10. Health and Safety Objectives

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

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

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

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

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

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

## 11. Resources, Accountabilities and Responsibilities

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



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

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

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

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

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

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

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

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

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

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

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

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

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

### **11.1 Construction Manager(s)**

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

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

#### **Competency/ Training**

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

#### **The Construction Manager shall be responsible for:**

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

### **12.2 Contractor Health and Safety Officer(s)**

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

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

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

The CHSO shall be responsible for:

- Reviewing all applicable legal and project health and safety requirements and providing guidance to contractor and sub-contractor personnel (particularly the contractor's Project / Construction Manager) to help ensure compliance at all times;
- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the contractor;
- Participating in the Baseline Risk Assessment for the contractor's scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the contractor and ensuring that identified control measures are implemented;
- Conducting contractor health and safety induction training for all contractor and sub-contractor personnel;
- Compiling and maintaining all health and safety related documents and records required of the contractor;
- Communicating relevant health and safety information to contractor and sub-contractor personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- Carrying out Safety Observations and Coaching (one per day);
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the contractor's appointed supervisors, and attending at least one DSTI each day;
- Attending monthly Contractor and Site Health and Safety Meetings;
- Assisting with the implementation of the contractor's Health and Safety Management Plan and associated Safe Work Procedures;
- Carrying out Planned Task Observations on an ad hoc basis;
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all contractor and sub-contractor activities;
- Responding to workplace incidents (as appropriate);
- Participating in incident investigations;
- Maintaining accurate health and safety statistics (for the contractor and all sub-contractor), and compiling health and safety performance reports as required;
- Auditing the health and safety management system and workplace activities of the contractor and each sub-contractor on a monthly basis to assess compliance with the project health and safety requirements; and
- Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).

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

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

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

- At least 5 years' experience as a CHSO on construction projects;
- Diploma, SAMTRAC, NEBOSH or an equivalent training course with accredited health and safety service provider as a minimum qualification;
- Experience and appropriate training with regard to implementing and maintaining a health and safety management system compliant with national legislation or an international standard;
- Experience and appropriate training with regard to construction related hazard identification and risk management processes;
- Competence, experience and relevant training with regard to incident investigation procedures and causation analysis;
- Health and safety auditing experience and training;
- A valid First Aid certificate of competency;
- Fire prevention and protection training; and
- A valid Driving Licence (light motor vehicle).

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

### 11.3 Construction Supervisor(s)

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

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

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

Each Construction Supervisor shall be responsible for:

- Ensuring that all work carried out under his supervision is done so in accordance with the requirements of all applicable legislation, rules, standards, specifications, plans and procedures;
- Participating in Task-Based Risk Assessments;
- Ensuring that all employees under his supervision are made aware of the hazards, risk scenarios and control measures identified in relevant risk assessments;

- Ensuring that the control measures stipulated in all relevant risk assessments are in place and are implemented fully for all work carried out under his supervision;
- Ensuring that all employees under his supervision conduct pre-task hazard assessments when necessary;
- Driving the achievement of health and safety objectives set for his team;
- Ensuring that the necessary written appointments are in place for each employee under his supervision (e.g. first aider, mobile crane operator, etc.);
- Ensuring that all employees under his supervision attend all required training;
- Ensuring that no employee carries out any work that he is not competent to perform or has not been appointed to perform;
- Identifying training needs within his team;
- Carrying out Safety Observations and Coaching (eight per month);
- Conducting a weekly Toolbox Talk with his team;
- Leading a Daily Safe Task Instruction discussion with his team;
- Attending Health and Safety Meetings as required;
- Maintaining a Health and Safety Management Information Notice Board in the work area for which he is responsible;
- Recording, on a daily basis, a description of the day's activities as well as a breakdown (by occupation) of the personnel on site under his supervision;
- Ensuring that all Safe Work Procedures applicable to the work carried out under his supervision are adhered to and are fully implemented;
- Carrying out Planned Task Observations (four per week);
- Ensuring that emergency response procedures are understood by all employees under his supervision and that these procedures are followed in the event of an emergency;
- Reporting all incidents immediately, participating in incident investigations, communicating the lessons learnt to all employees under his supervision, and implementing corrective actions where required; and
- Carrying out workplace health and safety inspections.

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

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

## 11.4 Other obligatory legal appointments to ensure compliance if applicable

OHS Act Section/Regulation	Subject	Responsibilities
Section 16(2)	Assigned duties (Managers)	Responsibility of complying with the OHS Act assigned to other person/s by the CEO
Section 19(3)	Health and Safety Committee member/s	Responsibilities as outlined in Section 20 of the OHS Act.
GAR 9(2)	Incident Investigator	Responsibilities of investigating incidents as outlined in GAR 8 & 9, and section 24.
GSR 9(1)	Welding, flame cutting operator	To ensure compliance with requirements of GAR 9.
GSR 13A(1)	Ladder Inspector	To ensure compliance with requirements of GSR 13A
Construction Reg 12(1)	Temporary works designer	To design, inspect and approve temporary works prior use.
Construction Reg 12(2)	Temporary works supervisor	To ensure temporary works operations are carried out under supervision.
Construction Reg 23(1)(d)(i)	Construction vehicle and mobile plant operator	Operate vehicles and mobile plant.
Construction Reg 24(1)(c)	Temporary electrical installations controller	Control temporary installations on construction site.
Construction Reg 24(1)(d)	Temporary electrical installations inspector	Inspect temporary electrical installations at least weekly.
Construction Reg 28(a)	Stacking and storage supervisor	Supervise stacking and storage on site.

## 12. Competence, Training and Awareness

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

The Contractor must implement systems and procedures to ensure that:

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

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

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

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

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

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

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

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

- Training for all operators of construction vehicles and mobile plant.

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

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

## 12.1 Health and Safety Induction Training

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

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

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

## 12.2 Specific Training and Competency Requirements

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

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

**Table 13-1: Specific Training and Competency Requirements**

Training	Applicable To
Health and Safety Induction	All employees, Managers and visitors
Safety Observations and Coaching (Safety Interactions)	All employees
Risk Assessment	All managers, supervisors and Safety personnel
Incident Investigation	All managers and supervisors
Safety Leadership	All managers and supervisors
Legal Liability*	All managers and supervisors
Health and Safety Rep*	All elected Health and Safety Representatives
First Aid Levels 2 and 3*	All nominated First Aiders
Fire Fighting (Fire Extinguisher Use)*	All employees
Flag personnel	All appointed flag personnel
Permit to Work	All Authorised Persons (i.e. Permit issuers) and all Applicants (i.e. Employees who will be applying for permits)
Isolation and Lockout	All Authorised Persons (i.e. Persons who authorise work that requires Isolation and Lockout), all Isolation Officers, and all



Training	Applicable To
	Applicants (i.e. Persons who request permission to work on systems or equipment requiring Isolation and Lockout)
Mobile Equipment Site Licence	All mobile equipment operators

Training requirements marked with an \* must be arranged through accredited external training institutions by the Principal contractor. All other training will be provided by Transnet National Port Authority.

## 13. Communication, Participation and Consultation

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

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

This must be achieved as follows:

### 13.1 Toolbox Talks

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

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

### 13.2 Daily Safe Task Instructions (DSTI's)

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

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

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

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

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

### 13.3 Health and Safety Meetings

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

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

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

## 14. Documentation and Document Control

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

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

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

The confidentiality and security of records and data must be maintained in a manner that is appropriate for the nature of the records and data, and in accordance with any applicable data or privacy protection legislation.

### 14.1 Contractor Health and Safety File Requirements

The contractor must compile and maintain a file containing all necessary health and safety related documentation. The client should provide construction work permit to be displayed and kept on site at all times. The contents of the file will be audited by Client's Health and Safety Agent / Representative on a monthly basis.

Required documentation includes, but is not limited to, the following:

- Letter of Good Standing from the Workman's Compensation Commissioner (where applicable) must have DoEL stamp;
- Proof of Public Liability Insurance;
- Scope of Work under the contract;
- List of Contacts and their Telephone Numbers;

- Health and Safety Policy;
- Approved Contractor Health and Safety Management Plan;
- Organisational Chart for the project;
- Appointment Letters (appointment of the contracting company, and appointments for all persons with health and safety related responsibilities);
- Notifications to the relevant authorities that construction work is in progress e.g. CWP;
- Baseline and Task-Based Risk Assessments;
- Health and Safety Objectives, and associated Improvement Action Plans;
- Safe Work Procedures, Work Instructions and Work Method Statements;
- Planned Task Observations;
- A dossier (Equipment Profile) for each fuel-driven vehicle or machine;
- Inspection Registers, Forms and Checklists (e.g. for portable electrical tools, ladders, safety harnesses, light vehicles, mobile equipment, lifting equipment and lifting tackle, first aid boxes, fire extinguishers, etc.);
- PPE Issue Registers;
- Material Safety Data Sheets;
- Emergency Response Procedures;
- Incident Records;
- A dossier (Employee Profile) for each employee containing:
  - A copy of the employee's Identity Document or Passport;
  - Certificate of Fitness (Pre-Employment Medical Examination);
  - Proof of Induction Training;
  - Other Training Records;
  - Copies of Qualification Certificates and / or Certificates of Competency; and
  - Copies of Licences;

The contractor must ensure that an equivalent file is compiled and maintained by each appointed sub-contractor.

## 15. Construction Work Permit

The client will apply and issue the contractor with Construction Work Permit (CWP) from the Department of Employment and Labour. The contractor must comply with all the requirements of the Construction Work Permit. The CWP site specific number must be conspicuously displayed at the main entrance To the site for which the number is assigned.

## 16. Operational Control

For project operations and activities, the Contractor shall implement and maintain:

- Operational controls, as applicable to the organization and its activities;
- The organization shall integrate those operational controls into its overall OH&S Management System;
- Controls related to purchased goods, equipment and services;
- Controls related to Principal contractors and other visitors to the workplace;
- Documented procedures, to cover situations where their absence could lead to deviations from the OH&S policy and the objectives;
- Stipulated operating criteria where their absence could lead to deviations from the OH&S policy and objectives.

## 16.1 Safe Work Procedures

The Contractor must develop, document and implement Safe Work Procedures for all activities involving significant health or safety risk. These procedures must detail the control measures required to effectively manage the health and safety risks associated with the work activities.

Each Safe Work Procedure must be consistent with the Task-Based Risk Assessment completed for the activity.

Every person engaged in an activity for which a Safe Work Procedure has been developed must receive suitable training on the procedure.

## 16.2 Management Participation and involvement CR 8

### 16.2.1 Visible Felt Leadership (VFL) and Safety Observations and Coaching (SOC's)

The Principal Contractor's supervisory personnel (i.e. Managers and supervisors) must participate in the project's Visible Felt Leadership (VFL) programme. Each manager and each supervisor must, as part of his normal duties, perform Safety Observations and Coaching (SOC's). The intention of this programme is to encourage interaction between supervisors and workers concerning health and safety matters in order to:

- Reinforce behaviours consistent with standards, procedures and management system requirements;
- Correct behaviours inconsistent with standards, procedures and management system requirements; and
- Verify whether employees have the necessary training, certification, equipment, etc.

### 16.2.2 Planned Task Observations

All Principal Contractor, management supervisors must perform Planned Task Observations (PTO's) to verify that the control measures that have been identified in Safe Work Procedures (and associated Risk Assessments) are being adhered to and are being properly implemented, and to provide guidance where deviations are noted.

Each supervisor must complete at least one PTO per week involving one or more employees in his work team.

## 16.3 General Rules of Conduct

All persons are required to conform to the following rules of conduct while on the site.

The following acts are prohibited:

- Engaging in practical jokes, horseplay, scuffling, wrestling, fighting, or gambling;
- Assault, intimidation, or abuse of any person;
- Insubordination towards any supervisor or manager;
- Refusing to carry out a reasonable and lawful instruction concerning health and safety;
- Entry into any restricted area (including barricaded areas), unless authorised to do so by the responsible person;
- Unauthorised use / operation of any equipment or machinery;
- Negligently, carelessly or wilfully causing damage to any property;
- Destroying or tampering with safety devices, signs, or signals;
- The use of water from fire hydrants or hose reels for any purpose other than extinguishing a fire;
- The wilful and unnecessary discharging of fire extinguishers;
- Refusing to give evidence or deliberately making false statements during incident investigations;

- Bringing alcohol, drugs, or any other intoxicating substance onto site;
- Bringing a firearm, ammunition, or any other offensive weapon onto site;
- Bringing animals onto site;
- Running, except in an emergency;
- The use of an ipod (or similar) whilst working on site;
- Sleeping on the job;
- Building fires on site, unless in a suitably constructed barbequing facility; and
- Pouring / pumping / flushing any substance (chemical / hydrocarbon / waste water) into a storm water drain, onto bare soil, or into any area where the substance is not effectively contained.

Any of the above actions may result in the temporary or permanent removal of the offending person(s) from site, as well as possible prosecution. The decision of the client representative shall be final and binding in respect of any dispute that may arise from the interpretation of these requirements.

### **16.3.1 Alcohol, Drugs and Other Intoxicating Substances**

The Principal Contractor must ensure that all personnel under his authority do not at any time enter the site or perform any work whilst under the influence of alcohol, a drug, or any other intoxicating substance.

A drugs and alcohol testing program will be implemented. Persons entering the site will be tested. Any person who tests positive for alcohol or drug consumption will be subject to disciplinary action and shall be permanently removed from the site.

Any person have the opportunity to rather report that he/she is under the influence before accessing the project site – in these case the employee may only be send home for the day by the responsible project manager representative but will then be tested for the following five days (each day) on his return to the project site. If it is found that the same person is frequently reporting that he/she is under the influence before even accessing the project site. It shall be the responsibility of the client representative to take disciplinary action and remove such a person's form the project site.

**Note:** All personnel involved in an incident / accident must immediately be subjected to an alcohol test and a drug test as part of the investigation.

## **16.4 Site Establishment and Rehabilitation**

The Principal Contractor shall ensure that all Risk Assessment including method statements should be submitted to the TNPA Health and Safety Representation before work can commence and aligned themselves with Environmental requirements.

## **16.5 Signs and Notices**

The Principal Contractor must ensure that all required safety signs and notices are prominently displayed in accordance with the applicable legislation and good safety practice.

Signs and notices must be in English as well as any other language(s) commonly spoken on the project site.

All symbolic signs must comply with the applicable national standards.

No person may deface or damage any safety sign or notice. No person may remove or alter any safety sign or notice unless authorised to do so.

## 16.6 Machinery

The Principal Contractor must ensure that all plant and equipment brought onto the site is:

- Appropriate for the type of work to be performed
- Approved, inspected, tested, numbered and tagged (if appropriate) before being brought onto site
- Properly maintained in accordance with the manufacturer's recommendations; and
- Placed on a register and checked at least once per month or as required by the applicable legislation.

The Principal Contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good working order.

Should any plant or equipment become inoperable for a period that is having or will have a significant impact on the work schedule, the Contractor must, on instruction from the client representative, remove the out of service plant or equipment and replace it with similar fully operational plant or equipment at no additional cost.

No item of plant or equipment delivered to site for use on the contract may be removed from the site prior to the completion of the contract without approval in writing from the client representative.

## 16.7 Cranes and Lifting Equipment

Should there be a need for the utilisation of the lifting equipment, the contractor must comply with Construction Regulations 22 and all other legislations that are applicable to cranes and lifting equipment such as the Driven Machinery Regulations.

## 16.8 Permit to Work

All personnel must comply with the Permit to Work system applicable to the project.

A Permit to Work must be obtained before carrying out any work that involves:

- A hazardous energy source or system, including electricity, compressed fluids (e.g. hydraulics and pneumatics), chemical substances (e.g. toxic, corrosive, flammable or explosive gases and liquids), heat (e.g. steam), radiation, and machinery or materials with potential energy (gravitational and elastic) – isolation and lockout may be required;
- Confined space entry;
- Working at height;
- Hot work outside of designated workshops;
- Excavation; or
- A service (e.g. water supply, fire suppression systems, etc.).

## 16.9 Isolation and Lockout

Isolation and lockout procedures that make it impossible to inadvertently energise any system, plant or equipment so isolated, must be in place for all work where hazardous energy sources exist, including electricity, compressed fluids (e.g. hydraulics and pneumatics), chemical substances (e.g. toxic, corrosive, flammable or explosive gases and liquids), heat (e.g. steam), radiation, and machinery or materials with potential energy (gravitational and elastic). These procedures must be strictly enforced.

All personnel must comply with the isolation and lockout system and procedures applicable to the project.

All Isolation and Lockout Procedures must incorporate the following basic requirements:

- The issuing of a formal Permit to Work for any work that requires the isolation of any system, plant or equipment;
- The use of defined Equipment, Discipline and Personal Locks and multiple lockout systems (i.e. Isolation Bars and lockout hasps);
- Clear identification of all isolation and lockout points ensuring there is no duplication;
- Isolation of the main energy source;
- The use of slip plates or the blanking off of pipelines or ducting, in addition to the chaining and locking of valves, as determined by a risk assessment;
- Suitable methods of preventing the movement of equipment; and
- Methods to test the effectiveness or completeness of the isolation.

**Note:** In the case of electrical isolation, a test for voltage must be carried out, after the switching device, to ensure the absence of voltage.

- The Isolation Officer must place the key to the Equipment Locks on an Isolation Bar (at a Lockout Station) and must then attach a Discipline Lock (to prevent the key from being removed) before issuing a Clearance Certificate;
- The Discipline Lock must remain in place when handing over to subsequent shifts. All Discipline Locks for a particular discipline (e.g. low voltage electricity) must be keyed-alike so that any Isolation Officer appointed for that discipline (and issued with a key) can open any of the Discipline Locks used for that discipline.
- This enables an Isolation Officer to de-isolate equipment that may have been isolated by another Isolation Officer during an earlier shift. Appointed Isolation Officers for a particular discipline are the only persons permitted to hold keys to the Discipline Locks used for that discipline.

## 16.10 Electrical Safety

All electrical work must be carried out by competent personnel in accordance with all legal requirements, codes, design criteria and safety standards applicable to the project.

Each Contractor carrying out electrical work on the project site(s) must develop, document and implement Safe Work Procedures that are aligned with the requirements of this standard.

All persons who will be carrying out electrical work must be certified against the requirements of job and equipment-specific electrical competency standards for the project, which must address job and equipment-specific Safe Work Procedures.

Each person potentially exposed to electrical hazards must receive electrical hazard training at the commencement of his employment on site and thereafter on an annual basis. The training must address the equipment and conditions specific to the area where the individual will be working. The training material must be documented and training records must be kept.

### 16.10.1 High Voltage Power Lines

Before any mobile equipment (such as a crane, bulldozer, back-actor, boom truck or drill rig) is mobilised to a work site, an assessment must be carried out (including a thorough inspection of the work site and the access route) in order to clearly identify any overhead or underground power lines.



A system must be in place to mitigate the risks associated with working in close proximity to power lines and suitable measures must be taken to prevent personnel or equipment from coming into contact with power lines. Extreme caution must be exercised.

Where possible, exclusion zones (based on minimum clearance distances specified by the electrical power utility or the client representative) must be created with rigid barriers and warning signs.

Only in exceptional circumstances, and then only after a detailed method statement and risk assessment has been approved, all necessary mitigation or control measures are in place (including the use of a spotter), and a Permit to Work has been issued by the client representative, may equipment be operated within one boom length of energised overhead power lines. Suitable protective insulating barriers may need to be used.

If possible, the power lines must be de-energised and isolated while the work is carried out.

All equipment operators and rigging personnel must be trained in the hazards and the applicable safe approach distances (exclusions zones) associated with overhead power lines.

A procedure must be in place for the evacuation of mobile equipment or a vehicle in the event of accidental contact with power lines. All operators must be trained in this procedure and must follow it implicitly.

**Note:** Works on, over, under or adjacent to Railway Lines and near High Voltage Equipment must comply with Transnet E7/1 Specification.

### **16.10.2 Welding**

The Principal Contractor shall comply with General Safety Regulations 9.

### **16.10.3 Compressed Gas Cylinders**

The Principal Contractor must establish a suitable storage area for oxygen, acetylene, LPG and argon cylinders in compliance with the following requirements:

- Compressed gas cylinders must always stand upright (i.e. when being used, stored or transported) and must be properly and individually secured to prevent them from falling over.
- Cylinders must be protected from flame, heat and from being struck by moving equipment and falling objects.
- When handling gas cylinders (whether full or empty), care must be taken to prevent sudden impacts.
- Whenever a cylinder is not in use, the protective cap must be in place to prevent the valve from being damaged.
- Gas cylinders may not be carried, dragged, rolled or slid across a floor or surface.
- When gas cylinders are to be moved / used, they must be placed in a proper cylinder trolley fitted with a 1.5kg dry chemical powder fire extinguisher.
- Gas cylinders may not, under any circumstances, be used as rollers or work supports.
- If transported by crane, hoist or derrick, compressed gas cylinders must be placed in a suitable cradle, net or skip box. Cylinders may NEVER be lifted using wire rope, fibre rope, a web sling or a chain sling. Before moving / transporting a gas cylinder, the regulator must be removed and the protective valve cap



must be replaced. Gas cylinders may not be taken into a confined space. Gas hoses that are run into a confined space must be removed during breaks.

- Cylinder valve keys must be in place. If no suitable valve key is available then the cylinder may not be used. Nothing but the manufacturer-supplied key may be used to open the valve.
- A flashback arrestor and a check valve (non-return valve) must be installed between the regulator and the hose and between the hose and the torch on the oxygen line and on the fuel (acetylene) line.
- Connection fittings may not be forced and safety devices associated with cylinder valves or regulators may not be altered / tampered with.
- Gas hoses may not be joined. Only approved hose connectors of the crimp type are permitted. Wire and jubilee clamps are prohibited.
- Only high quality ancillary equipment may be used. This includes flashback arrestors, hoses, clamps, spindle keys, nozzles and torches.
- Only trained and competent personnel may operate gas welding / cutting equipment and appliances.
  - When an employee opens the valve to a cylinder, he must stand to one side and open it slowly. Valves may never be left partly open – they must either be closed or be opened fully.
  - Leaking cylinders must immediately be removed from service and the workplace (if it is safe to do so). Suitable firefighting equipment must be at hand wherever gas cylinders containing oxygen and / or fuel gas are being used.
  - Gas cylinders must be prevented from coming into contact with electrical circuits, e.g. welding leads. Never strike an arc on a cylinder.
  - Oxygen may only be used for the purpose for which it is provided. Do not use oxygen in pneumatic tools or tyres, as an explosion may occur.
  - Empty cylinders must immediately be marked as such and must be removed to the cylinder storage area at the end of each day / shift.

#### **16.10.4 Portable Electrical Equipment**

The Principal Contractor shall comply with Electrical Machinery Regulation 10.

### **16.11 Electrically Powered Tools and Equipment**

All powered hand tools, such as circular saws, drills, chainsaws, percussion tools, jigsaws etc., must be equipped with a constant pressure switch that will shut off the power when the pressure is released. (Exception: this requirement does not apply to concrete vibrators, concrete breakers, powered tampers, jack hammers, rock drills, and similar hand operated power tools).

Electrical power tools must be of the approved double-insulated type. The electric cord, pneumatic or hydraulic supply line of powered tools must not be used for hoisting or lowering of the tool.

Loose clothing, jewellery or gloves that could get caught in the tool must not be worn when operating powered tools. Operators of powered tools who have long hair must keep their hair tied up.

The power source must be disconnected from the tool before making any repairs, servicing, adjustments, or replacing attachments such as drill bits.

## 16.12 Pneumatically Powered Tools and Equipment

Pneumatic powered tools must only be driven by filtered compressed air with an in-line lubrication system, or be lubricated prior to use if there is no in-line lubrication system. When using pneumatic powered tools the designated tool pressure must be attained by the use of a regulator.

Pneumatic powered tools must be disconnected when not in use. They must not be disconnected from the air supply until all the residual pressure has been released or contained by a shut-off device. Hoses must not be kinked as a means of containment.

Employees operating pneumatic powered tools, and any potentially affected employee in the vicinity of use, must wear suitable personal protective equipment.

All rotary compressed air tools (e.g. drills) must have the rated revolution per minute (RPM) permanently marked on the casing. Only attachments of compatible RPM must be used with these machines.

The actual RPM of the tool must be checked every three months to ensure that the speed is as rated to manufacture specifications.

Pneumatic powered tools must be secured to the air supply hose by an approved positive means to prevent the tool from becoming accidentally disconnected. Safety clips or retainers must be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.

All pneumatically driven nailers, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100 kPa pressure at the tool, must have a safety device on the muzzle to prevent the tool from ejecting fasteners unless the muzzle is in contact with the work surface.

Compressed air must not be used for cleaning purposes except where reduced to less than 30 kPa, and then only with effective chip guarding and personal protective equipment in place. The 30 kPa requirement does not apply to concrete form, mill scale and similar cleaning purposes. The use of compressed air for cleaning purposes must be approved by the client representative. Compressed air must not be pointed at any part of the body or used for cleaning clothing.

Airless spray guns of the type which atomize paints and fluids at high pressures must be equipped with automatic or visible manual safety devices which will prevent pulling of the trigger to prevent release of the paint or fluid until the safety device is manually released. A diffuser nut which will prevent high pressure, high velocity release while the nozzle tip is removed, plus a nozzle tip guard which will prevent the tip from coming into contact with the operator, or other equivalent protection must be provided in lieu of the above.

Abrasive cleaning nozzles must be equipped with an operating valve, which must be held open manually to enable operation. A support must be provided on which the nozzle may be mounted when it is not in use.

## 16.13 Fuel Powered Tools and Equipment

Fuel powered tools must be shut down and allowed to cool before being refuelled, serviced, or maintained. Fuel must be transported, handled, and stored in approved fuel containers. Where possible, diesel driven engines must be used in preference to petrol driven engines. All fuel powered tools must be included on the Principal contractor's Equipment Register and the register must be submitted to the client representative prior to the relevant work commencing.

When fuel powered tools are used in enclosed spaces, the space must be ventilated and the atmosphere monitored to measure toxic gas concentrations. Persons in the space must wear the necessary personal protective equipment. Confined Space Entry clearance may apply. This type of activity must only be undertaken in exceptional circumstances and requires the approval of the client representative.

### **16.14 Hydraulically Powered Tools and Equipment**

Hydraulic powered tools must use only approved fluid that retains its operating characteristics at the most extreme temperatures to which it will be exposed. The manufacturer's stated safe operating pressures for hoses, valves, pipes, filters and fittings must not be exceeded.

Only manufacturer approved hoses, valves, pipes, filters and fittings must be used.

### **16.15 Hand Tools**

Employees required to use hand tools must receive training relevant to the tool and have their competency assessed in the operation, inspection and maintenance of the tool. Where necessary, additional applicable personal protective equipment must be worn when using hand tools.

Wrenches, including adjustable, pipe, end, and socket wrenches, must not be used when the jaws are sprung to a point where slippage occurs. Impact tools such as drift pins, wedges and chisels, must be kept free of mushroomed heads. The wooden handles of tools must be kept free of splinters or cracks.

Adjustable wrenches must not be used in lieu of ring or open-end type spanners, unless a risk assessment has been conducted and the use of the adjustable wrench is approved by the client representative. Wherever possible, ring spanners must be used in preference to open end spanners.

Correct hand tools for the job must be used, e.g. screwdrivers must not be used as chisels, and pliers must not be used as hammers.

All wedges and drifts that may spring, fly or fall to lower levels upon impact must be fitted with an attachment which attaches a safety "lanyard" to a solid structure to restrain the impact tool from becoming a projectile.

Purpose built tools and equipment may not be used unless a risk assessment has been conducted and authorised by the client representative.

### **16.16 Angle Grinders**

The following personal protective equipment must be worn when using angle grinders:

- Safety helmet;
- Gloves;
- Safety glasses (or safety goggles) and a full face shield (i.e. double eye protection);
- Overalls with long sleeves and long pants, avoid any form of loose clothing;
- Safety boots with steel toe protection;
- Hearing protection;
- Breathing apparatus where dust or fumes may be generated;

- Where grinding machines are used, a face shield is to be worn as extra protection to the safety glasses; and
- Certain tasks may require the use of a leather apron as determined by a risk assessment.

## **16.17 Inspection of Equipment and Tools**

All tools must be inspected by the user before, during and after use. If any faults are identified, the tool must be taken out of service and not used until repaired. Faulty tools that are not able to be repaired must be tagged "out of service" and removed from site.

## **16.18 Manual Handling and Vibration**

Any handling or lifting task that can only be done manually must be planned and rehearsed before the task is done.

If more than one person is involved in a task a communication procedure must be agreed in advance. Lowering the load must be done in a controlled manner. Dropping a load is dangerous and must be avoided.

As a guideline 25 kg is considered to be the limit of what a person can safely handle. Where there are loads exceeding 25 kg the risk of handling the load must be mitigated to assure minimal potential for any injury.

When mechanical lifting aids are provided, they should be used.

Extra care should be taken when lifting awkwardly shaped objects.

Position the feet correctly. The feet should be placed hip-width apart to provide a large base. One foot should be put forward and to the side of the object, which gives better balance.

Bend or 'unlock' the knees and crouch to the load. The weight will then be safely taken down the spine and the strong leg muscles will do the work.

Get a firm grip. The roots of the fingers and the palm of the hand should grip the load. This keeps the load under control and permits it to be distributed more evenly.

## **16.19 Personal Protective Equipment**

The contractor shall comply with General Safety Regulation 2.

## **16.20 Sun Protection**

The Contractor must ensure that all personnel are protected in sunlight through the use of long sleeve shirts, long trousers, brims to safety helmets and UV factored sunscreen. Shade structures must also be made available to all employees.

The Contractor must conduct training and awareness sessions with his employees, advising on the risks associated with working in the heat (including dehydration) and the precautions to be taken (e.g. ensuring adequate fluid intake).

## **16.21 Fuel / Flammable Liquid Storage and Refuelling**

The Contractor must comply to the General Safety regulations 4.

## 16.22 Fire Protection and Prevention

The Contractor must compile a Fire Protection and Prevention Plan for the work that will be carried out on site. The Contractor must comply with Construction Regulations 29 and in addition must comply with environmental regulation for workplaces 1987 .

### **Over and above the following should be complied to:**

All fire extinguishers (and any other firefighting equipment) placed on site must be:

- Conspicuously numbered;
- Recorded in a register;
- Visually inspected by a competent person on a monthly basis (the results of each inspection must be recorded in the register and the competent person must sign off on the entries made); and Inspected and serviced by an accredited service provider every year.

Any fire extinguisher that has a broken seal, has depressurised, or shows any sign of damage must be sent to an accredited service provider for repair and / or recharging. Details must be recorded in the register.

The Contractor must compile an emergency response procedure detailing the actions that must be taken in the event of a fire or a fire / evacuation alarm.

Each vehicle used on site for work purposes and each item of mobile equipment with a diesel or petrol engine must be fitted with a permanently mounted fire extinguisher.

Whenever any work is carried out involving the use of a flammable substance / material, the area must be cordoned off and appropriate warning signage (i.e. "No Unauthorised Entry", "No Smoking" and "No Naked Flames") must be displayed.

## 16.23 Smoking

The Principal Contractor must not permit smoking on site except within designated smoking areas selected in accordance with the applicable legislation. Such an area must be clearly demarcated and the required signage must be displayed.

In all designated smoking areas, adequate non-combustible commercial ashtrays and / or cigarette butt receptacles (butt cans) must be provided.

Ashtrays and other receptacles provided for the disposal of smoking materials must not be emptied into rubbish bins or any other container holding combustible materials.

"No Smoking" signs must be strictly observed.

## 16.24 Housekeeping

The Principal Contractor must comply to Construction Regulations 27 and in addition must comply with Environmental Regulation for Workplaces 1987.

The Contractor must carry out housekeeping inspections on a weekly basis to ensure maintenance of satisfactory standards. The Contractor must document the results of each inspection. These records must be maintained and must be made available to the client representative on request.

Where the Contractor fails to maintain housekeeping standards, the client representative may instruct the Contractor to appoint a dedicated housekeeping team for the duration of the project at the Principal contractor's expense.

## 16.25 Stacking and Storage

The Principal Contractor must comply to Construction Regulations 28 and in addition must comply with the provisions for the Stacking of Articles in the General Safety Regulations, 2003.

No equipment, tools, files or documents may be stored or stacked on top of cupboards which are higher than 1.5 metres in height.

## 16.26 Ladders

All ladders used on site must be of sound construction and adequate strength.

Only non-conductive ladders made of wood or fibreglass may be used for electrical work or work being performed in proximity to energised electrical equipment. Metal ladders and ladders with metal reinforcing may not be used.

All ladders must be numbered, listed in a register, and inspected by a competent person on a monthly basis (the results of each inspection must be recorded in the register).

Before using a ladder, the user must inspect it for damage.

Ladders with missing, broken, cracked or loose rungs, split stiles, missing or broken spreaders (stepladders) or any other form of damage or defect may not be used.

A damaged ladder must be removed from service (and tagged, "Out of Service") without delay and must then either be repaired (if possible) or destroyed to prevent further use.

Persons must receive instruction in the correct use and proper care of ladders.

Ladders may only be used as a means of access and egress. The use of ladders as working platforms is prohibited, except for inspection and carrying out minor tasks (i.e. light work and short duration) such as changing a light bulb.

Ladders may not be positioned horizontally and used as walkways or runways or as scaffolding.

All portable ladders must be fitted with non-skid safety feet (or some other means to prevent the base of the ladder from slipping) and the feet must always be placed (stand) on a firm level surface.

The use of bricks, stones, wood or any other material to level the stiles of a ladder is prohibited.

Ladders may not be placed on movable bases such as boxes, tables, trucks, etc.

The base or foot of a ladder must always be secured to prevent it from slipping. The ladder must be held by an assistant if the base cannot be secured in any other way (e.g. tied off).

A straight ladder must extend at least one metre above its support (or above the working platform that it is providing access to). The top of the ladder must be tied off (or otherwise secured to its support) to prevent accidental movement.

A straight ladder must be placed at a safe angle, i.e. tilted at a ratio of approximately 4:1, meaning that the base of the ladder must be one metre away from the wall (or other vertical surface) for every four metres of height to the point of support.

A stepladder may never be used as a straight ladder. A stepladder must be opened fully and the spreaders must be locked securely.

When using an extension ladder, at least four rungs must always overlap at the centre of the ladder.

Ladders may not be joined together unless they have been specifically designed and manufactured for that purpose.

A suspended ladder (i.e. not standing on a base) must be attached in a secure manner to prevent undue swinging or swaying, and to ensure that it cannot be displaced.

A ladder may not be placed against a window, glass or any other material which is unlikely to withstand the force exerted on it by the top of the ladder.

A ladder may not be placed in front of a door or window that opens towards the ladder unless the door or window has been locked or barricaded.

When a ladder is used near an entrance or exit, the base of the ladder must be barricaded.

Materials and / or equipment may not be placed in close proximity to the base or landing of any ladder.

When ascending or descending a ladder, a person must always face the ladder and use both hands (i.e. maintain three points of contact).

Nothing may be carried up or down a ladder if it prevents the person from holding on to the ladder with both hands. Tools must always be properly secured. This can be achieved by attaching them to the wrist using lanyards or placing them in a tool belt around the waist. Tools and materials may also be carried in a bag over the shoulder or hoisted to the landing using a tool bag and rope.

Only one person at a time may use (i.e. be positioned on) a ladder.

No person may stand or step above the third rung from the top of a straight ladder or above the second highest step of a stepladder.

Overreaching from a ladder is prohibited. If the target is not within comfortable reach, the person must climb down and reposition the ladder.

No person may run up or down a ladder, or jump from the lower rungs or steps to the ground.

All ladders must be properly maintained and cared for.

Ladders must be stored under cover and should be hung in a horizontal position from several brackets.

No ladder may be left lying on the ground or be left exposed to the weather. A ladder left lying on the ground presents a tripping hazard and it may be damaged by vehicles running over it.

No ladder may be left in such a position where it may fall over, be accidentally knocked over, or be blown over by the wind.

Ladders may not be painted, as the paint may conceal damage, defects, labels or other markings.

Instead of paint, clear varnish or wood oil may be used to preserve wooden ladders.

Ladders must be kept clean, as dirt may conceal damage or defects. Oil or grease accumulation on the rungs of a ladder may cause a person to slip.

Before making use of a ladder, each person must make an effort to remove mud, oil, grease, etc. from his boots.

## 16.27 Facilities

The Principal Contractor must comply to Construction Regulations 30 and in addition must comply with the provisions in the Facilities Regulations, 2004.



## 16.28 Hazardous Chemical Substances

The Principal Contractor must comply to Hazardous Chemical Substances Regulations

## 16.29 Fitness for Work

The Principal Contractor must comply to General Safety Regulation 2A.( Intoxication )

The Principal Contractor must develop and implement a programme to manage employee fitness for work. All employees working on site for whom the Contractor is responsible (i.e. direct employees of the Contractor as well as the employees of any appointed contractors) must be subject to this programme.

All safety critical jobs (i.e. roles where fatigue or other causes of reduced fitness for work could lead to serious injury, illness or death to employees, significant equipment / plant damage, or significant environmental impact) must be identified and the risks associated with reduced fitness for work in these roles must be assessed.

Sleep deprivation during shift work or from excessive working hours is a known cause of fatigue. Fatigued employees are at increased risk of accidents. Shift system design must consider:

- The effect on worker fatigue;
- The effects of activities carried out during scheduled and overtime hours;
- The impact on sleep cycles of activities such as commuting to and from site; and
- The monitoring and control of working hours.

All employees engaged in safety critical jobs must undergo fitness assessments (medical examinations) which must be carried out prior to the commencement of employment on the project, prior to a change in role, periodically based on an employee's individual risk profile, and on termination of employment on the project by a registered occupational medical practitioner:

**Pre-Employment Medical Examination** – to assess the physical and psychological suitability of the person for the role and environment in which he will work (carried out prior to the commencement of employment on the project and prior to induction);

**Periodic (Surveillance) Medical Examination** – to assess the ongoing physical condition of an employee to determine if his role is impacting on his health and whether the employee's fitness level is still adequate for the role he holds (these medical examinations are "risk driven" – the specific protocol followed and the frequency of the examinations will depend on the applicable legal requirements and the employee's individual risk profile as determined by his personal fitness, the nature of his role / duties, and the environment in which he works / occupational health hazards to which he is exposed). The periodic medical assessment programme must include:

- The identification of modifiable risk factors that may impact fitness for work;
- Education and support to maintain health or address identified risk factors; and
- Education and support to help employees regain their fitness for work.
- Role Change Medical Examination – to assess an employee's physical suitability for a different role and work environment (carried out prior to a change in role / duties);

**Exit (Post-Employment) Medical Examination** – to determine the total physical impact of the work the employee performed (carried out on termination of employment on the project if the employee worked on the project site for more than three months).

**Note:** The medical examinations described above may only be carried out by an occupational medical practitioner (i.e. a medical doctor who holds a qualification in occupational medicine).



## 16.30 HIV / AIDS

The Principal Contractor must assess the risks posed by HIV. Appropriate mitigation strategies must be implemented as required.

Discrimination towards employees on the basis of actual or perceived HIV status is forbidden.

All information on the HIV status and condition of employees and community members, including that relating to counselling, care and treatment and receipt of benefits, must be maintained in medical confidence.

HIV / AIDS screening may not be a requirement for recruitment or a condition of employment.

## 17. Occupational Hygiene

The Principal Contractor shall conduct Health Risk Assessments of all the Occupational Hygiene / Environmental stressors (e.g. noise, dust, illumination, HCS, heat & cold stressors, ergonomics, etc.) present in the area where they operate to determine if there is any possible worker exposure. Records of all these assessment should be documented and kept up to date.

The Principal Contractor shall monitor the extent to which their employees are exposed to the occupational hygiene stressors. These assessments shall be conducted by an Approved Inspection Authority as listed on the Department of Labour database. The findings from these assessments should be kept on the SHE file, communicated to all affected parties and be reported to relevant authorities.

### 17.1 Thermal Stress

The Principal Contractor must comply to Environmental Regulations for Workplaces, Reg. 2 and in addition to the following:

**When a risk of thermal stress is identified, the following exposure controls must be implemented:**

- An acclimatization period for new workers and those returning from extended leave or sickness;
- Training in the recognition of signs and symptoms of heat or cold stress, emergency procedures and preventative measures;
- Protective observation (buddy system or supervision); and
- A requirement for self-paced working.

**The following exposure controls must be considered by a competent person:**

- Work / rest regimes and job rotation based on measurements conducted;
- Suitable rest areas with a provision of cool drinking water and cool conditions for high temperatures, or provision of warm drinks and warm conditions for cold temperatures;
- Selection of appropriate clothing or other PPE for extreme temperature conditions;
- The use of engineering controls; and
- Undertake hot / cold tasks during a cooler / warmer time of the day.

Where thermal stress is assessed to be a risk, the operation must develop a suitable emergency response plan.

## 18. Measuring and Monitoring

The Principal Contractor must comply to Hazardous Biological Agents Regulations 7 and Hazardous Chemical Agents Regulations 5.

**A plan for measuring and monitoring occupational exposure must be developed and it must include:**

- Detail of what must be measured and monitored, based on a risk assessment and / or identified legal or other requirements;
- The frequency of measurement and monitoring;
- A description of the necessary equipment;
- Data quality requirements and controls (including details on the sample size for statistical validation and any rejection criteria);
- The sampling and analysis method(s) including any laboratory certification requirements; and
- The competency requirements for persons carrying out workplace monitoring.

**Each instrument and item of equipment used for occupational exposure measurement and / or monitoring must be:**

- Properly maintained to ensure compliance with legislative requirements;
- Controlled and safeguarded from unintentional adjustments;
- Suitably stored and protected from damage; and
- Calibrated or verified against a traceable standard at specific intervals (calibration records must be retained).

Each analytical laboratory service that is used must have implemented a credible quality assurance or quality control program.

**All monitoring results obtained must be analyzed on a regular basis to:**

- Identify trends and potential exceedances of legal or other requirements (such as Occupational Exposure Limits);
  - Identify inconsistent or unusual results;
  - Evaluate the effectiveness of existing control measures;
  - Measure performance against stated objectives; and Identify continual improvement opportunities.
- Each exceedance of a specified requirement or limit must be recorded, investigated and reported. Appropriate corrective actions must be identified and implemented.

## 19. Structure

A Principal Contractor must ensure that, all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

No structure or part of a structure is loaded in a manner which would render it unsafe; and all drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other Principal contractors, the client and the client's agent or employee.

An owner of a structure must ensure that;

- Inspections of that structure are carried out periodically by competent persons in order to render the structure safe for continued use;
- That the inspections contemplated in paragraph (a) are carried out at least once every six months for the first two years and thereafter yearly;
- The structure is maintained in such a manner that it remains safe for continued use;
- The records of inspections and maintenance are kept and made available on request to an inspector.

## **20. Emergency Preparedness and Response**

The Principal Contractor must develop, implement, test and maintain an Emergency Response Plan (incorporating emergency evacuation procedures) that focuses specifically on the Principal contractor's team and work activities. The plan must be risk-based and must detail the procedures that must be followed when responding to all potential emergency scenarios such as a medical emergency (including first aid response), a fire, an explosion, a hazardous substance spill, flooding, rescue from height, rescue from a confined space, etc.

The Principal Contractor's Emergency Response Plan must be aligned with the Emergency Response Plan developed for the project.

Potential off-site emergency scenarios must be included (e.g. emergency scenarios related to the transport of personnel, the transport of hazardous materials, and personnel performing work in remote locations).

Consideration must be given to neighbours, and to the availability and capability of local emergency services. Details of any arrangements with external emergency response service providers must be included.

The Emergency Response Plan must satisfy and comply with all applicable legal requirements.

The plan must be adequately resourced to ensure effective implementation. These resources must include appropriate personnel, external emergency response service providers, emergency response equipment, and warning devices. All equipment and warning devices must be identified, maintained and tested to ensure availability at all times.

Accountability for the Emergency Response Plan must be clearly defined. An Emergency Response Team (ERT) responsible for the implementation, management and execution of the Emergency Response Plan must be established. The roles and responsibilities of each team member must be clearly defined in the plan. Each team member must receive appropriate training to ensure that each role is performed competently.

The process for managing incident communication, notification, and reporting must be incorporated into the Emergency Response Plan. The responsible person(s) must be clearly identified, and the protocols for communicating with internal and external stakeholders must be defined.

Emergency evacuation procedures must be developed and included in the Emergency Response Plan.

A copy of the plan must be provided to the client representative for approval prior to site establishment.

The Emergency Response Plan must be formally reviewed (and amended if necessary) at least on an annual basis, to ensure that it remains appropriate and effective on emergency situations.

At the Transnet National Port Authorities Port of Durban Dry Dock Resurfacing project site, the Contractor must ensure:

- A suitable evacuation alarm (siren) must be provided. If work is to be carried out in proximity to an existing operational plant, the alarm provided by the Contractor must be distinctly different (in terms of the sound that it generates) to any alarm installed in the operational plant. All persons working in an area where an evacuation alarm is sounded must respond to it immediately.
- Suitable fire-fighting equipment must be provided and maintained, and personnel must be trained in fire-fighting procedures and the use of fire-fighting equipment.
- Suitable first aid equipment and supplies must be provided and maintained, and an adequate number of appropriately trained First Aiders must be in place.
- Emergency assembly points positioned in safe locations away from buildings, plant and equipment must be designated (and conspicuously signposted). In the event of an evacuation, all persons (i.e. personnel and visitors) must assemble and be accounted for at these emergency assembly points.
- All personnel must receive awareness training on the applicable emergency response procedures, and all visitors entering the site must be properly instructed in these procedures.
- The emergency response procedures must be displayed on each notice board.
- A diagram (site plan) indicating evacuation routes, emergency assembly point locations, and the positioning of emergency equipment (fire extinguishers, first aid boxes, etc.) must be prominently displayed in all buildings and plants, in all offices, on all notice boards, and in other locations on the site as may be required.
- An up-to-date list of emergency telephone numbers must be compiled and maintained. A copy of this list must be posted at each site entrance, in each office, near each telephone, and on every notice board.
- Emergency response drills must be conducted to test the effectiveness of the emergency procedures and equipment, as well as the knowledge and proficiency of the response personnel. Where appropriate, drills must include liaison with and the involvement of external emergency response service providers. A variety of emergency scenarios must be tested including, but not limited to, medical emergencies, fires, rescues, and hazardous substance spills. A drill must be carried out one month after site establishment and six-monthly thereafter.

Each drill must be monitored and the outcomes (highlights and shortcomings) must be documented. Corrective actions must be identified and implemented to address the shortcomings, and the Emergency Response Plan and associated procedures must be amended as required.

## **20.1 First Aid Kits**

The Principal Contractor shall comply with General Safety Regulations 3.

## **21. Management Review**

A review of the Principal contractor's Health and Safety Management System must be completed annually to ensure that the system continues to be effective in managing health and safety performance and meeting project requirements.

The review must evaluate if there is any need for change and must identify actions to improve the system.

The review must be led by senior management and the following must be considered:

- The suitability of the policy adopted for the project;
- The impact of changing legislation;

- The management of risk;
- Health and safety objectives and performance indicators;
- Changing expectations and requirements of relevant stakeholders;
- Changes to the Principal contractor's scope, schedule, designs, etc.;
- Changes to the Principal contractor's organisational structure;
- Communication and feedback (particularly from employees, Project representatives, and client representatives);
- The effectiveness of the management of change process;
- Workplace exposure monitoring and medical surveillance;
- The status of corrective actions;
- Performance statistics, including an annual summary of safety statistics, and occupational hygiene monitoring and medical surveillance results;
- Non-conformances (findings) from completed audits;
- Follow up on actions from previous management reviews; and
- Recommendations and opportunities for improving the effectiveness of the management system.

A record of each completed management review must be retained and it must include all decisions and identified actions concerning alterations, modifications or improvements to the management system that demonstrate a commitment to continual improvement.

For occupational hygiene: Approved Inspection Authority (AIA) for Occupational Hygiene

## 22. Management of Change

To ensure that proposed changes do not give rise to unacceptable health or safety risk, the Contractor must develop and implement a process for identifying and managing change in the workplace (e.g. changes to scope, schedule, procedures, work methods, site conditions, designs, plans, plant and equipment, materials, processes, etc.) that may impact on health or safety performance.

The management of change process must take into consideration that changes may be planned or unplanned, sudden or gradual, temporary or permanent.

The process must aim to ensure that:

- Changes are identified and assessed before they are implemented;
- Careful consideration is given to managing the risks associated with any change;
- Due diligence can be shown to have taken place;
- The number of unsatisfactory or unnecessary changes is minimised;
- The right people are involved in the change process; and
- All statutory requirements are met.

All risks associated with a proposed change must be evaluated and ranked. The risks that are ranked as moderate or higher must be managed to prevent serious injury or illness.

It must not simply be assumed that a change will not result in significant risks. All proposed changes must be formally evaluated. The evaluation or review must include:

- An appropriate level of technical expertise;
- The involvement of the workforce potentially affected by the proposed change; and
- Approval of the change by a person with at least the same level of authority as those who control the existing process or item being changed.

## 23. Contractor Alignment

Processes must be in place to ensure that the health and safety risks associated with the procurement of materials, equipment, services and labour are identified, evaluated and effectively managed.

A process for evaluating a sub-contractor's (or supplier's) ability to provide materials, equipment, services and labour that meet defined specifications must be in place. A prospective sub-Principal contractor's health and safety management expertise, experience and capability (including previous health and safety performance) must be formally assessed prior to any contract or purchase order being awarded.

Each appointed contractor must develop and implement a detailed Health and Safety Management Plan based on the requirements of the Principal contractor's Health and Safety Management Plan and the Health and Safety Specification for the project. This plan must be reviewed and approved by the Contractor prior to the commencement of any work.

The properties of all materials provided to the project must be adequately understood, documented and integrated into operating procedures where exposure to these materials presents a significant health or safety risk.

Procedures, commensurate with the evaluated risk, must be in place for the receiving, storing, dispatching and transporting of all equipment and materials.

Before work commences on any contract, all contractor personnel must receive comprehensive orientation and induction training (refer to clause 14).

All work carried out by a contractor must be managed (activity supervised) throughout the contract period and performance must be reviewed (audited) on a regular basis.

## 24. Incident Reporting and Investigation

The Principal Contractor must establish a procedure for the management of all health and safety incidents. This procedure must define the responsibilities, methodologies and processes that must be followed for:

- Reporting an incident;
- Investigating an incident;
- Analysing an incident to determine the root cause;
- Identifying and implementing corrective actions to prevent a recurrence; and
- Communicating information concerning an incident to relevant persons and / or groups.

**Please Note:** Arrangements must be in place to ensure that proper medical care is provided to any Contractor or contractor employee that suffers an occupational injury or illness. These arrangements must be described in the Principal contractor's Health and Safety Management Plan.

An incident may have multiple impacts. For each impact, the Actual Consequence and the Maximum Reasonable Outcome must be evaluated. Each impact must be evaluated independently, with the most significant classification forming the primary rating of the incident. A Near Miss is an incident, therefore must be reported.

An incident must be reported on the same work day or shift on which it occurs and preliminary details must be recorded and a TNPA Incident Flash Report must be completed within 24 hours.

Depending on the Actual Consequence and Maximum Reasonable Potential Outcome of the impact(s), the relevant internal and external parties must be notified in accordance with specified protocols and timeframes, and legislative requirements.

In the event of a significant incident (i.e. an incident with an Actual Consequence of Moderate, Major or Catastrophic, or a Maximum Reasonable Potential Outcome of High or Extreme, work must cease and must only resume once the necessary actions (including the re-evaluation of any relevant risk assessments) have been taken to eliminate or reduce the risk of recurrence. Work must only be permitted to recommence once formal authorisation has been granted by the Project Construction Manager. In the case of incidents with an Actual Consequence of Major or Catastrophic, work must not be permitted to recommence until authorisation has been granted by the relevant government authorities (i.e. the South African Police, the Department of Equipment and Labour or the Department of Mineral Resources).

The Project Construction Manager must ensure that an investigation is completed for each incident that occurs, and that appropriately senior personnel participate in, and authorise the outcomes of, each investigation. Incident investigations must be facilitated by competent and experienced persons who have been trained in the appropriate methodology. (i.e. TCAM – Transnet Causal Analysis Methodology).

All significant incidents (i.e. incidents with an Actual Consequence of Moderate, Major or Catastrophic, or a Maximum Reasonable Outcome of High or Extreme must be investigated using the approved Transnet investigation methodology. Such an investigation must be facilitated by a trained project representative within 7 calendar days.

For all other incidents (i.e. incidents with an Actual Consequence of Insignificant or Minor, or a Maximum Reasonable Outcome of Low or Moderate other methodologies approved by the Project Health and Safety Manager must be used.

Each incident (including Near Hits) must be investigated to a level of detail that is appropriate for the Maximum Reasonable Potential Outcome of the incident.

Each incident must be analysed to determine the root cause, and corrective actions must be identified and prioritised for implementation to eliminate or reduce the risk(s) in order to prevent recurrence of the incident.

For each corrective action, a responsible person must be designated and an appropriate timeframe (target date) for completion of the corrective action must be specified. Progress on implementing corrective actions (i.e. closing incidents) must be monitored and reported on. The implementation of corrective actions must be verified during monthly audits by the Project Health and Safety Advisors but also no later than 30 calendar days after the conclusion of the incident investigation.

The Contractor must document the results of each investigation and a report must be submitted to the client representative within five working days of the incident occurring.

As a minimum, each incident report must include:

- The date, time and location of the incident;
- A detailed description of the incident, including photographs;
- The names of any injured persons;
- Injury details (if applicable);
- A summary of the first aid and / or medical treatment provided (if applicable);
- The current status of any injured persons;
- The root causes of the incident; and
- Detailed corrective actions, including responsible persons and target dates for implementation.



Each significant incident must be summarised for its lessons learnt following the investigation. This information must be reviewed by the Principal contractor's Project Manager to assure completeness, accuracy and relevance before it is shared with (communicated to) all project personnel.

## 25. Non-conformance and Action Management

The Principal Contractor must establish a process for identifying and recording corrective actions arising from:

- Incident investigations;
- Hazard identification and risk assessment;
- Measurement and monitoring;
- Improvement plans and suggestions;
- Managing change;
- Audits and inspections; and
- Safety observations and coaching (safety interactions).

The Principal Contractor must establish a procedure for managing actions that addresses:

- Identification, categorisation and prioritisation of actions;
- Formal evaluation and approval of actions (management of change process);
- Assignment of responsibilities, resources and schedules for implementation;
- Implementation of actions;
- Tracking and reporting on implementation status; and
- Monitoring and verifying the effectiveness of the actions.

## 26. Performance Assessment and Auditing

The Principal Contractor must establish and maintain programmes for measuring and monitoring health and safety performance on a regular basis. Metrics must include leading and lagging indicators, and be based on qualitative and quantitative data.

### 26.1 Reporting on Performance

Reports summarising the Principal contractor's health and safety performance on the project must be compiled on a weekly and a monthly basis.

The Principal Contractor must be prepared to discuss the content of these reports at scheduled health and safety meetings. The reports must contain the following information:

- Number of Contractor and contractor employees on site;
- Total hours worked on site by Contractor and contractor employees (by company);
- Number of incidents by category (i.e. Near Hit, FAI, MTI and LTI);
- Lost Time Injury Frequency Rate (LTIFR) (project to date and 12-month rolling);
- Details of all new incidents for the reporting period and the corrective actions taken or to be taken;
- Feedback (progress updates) on all open incidents and outstanding corrective actions;
- Status and feedback on any employee that may have been injured and has not yet returned to work;
- Details of all health and safety training carried out during the reporting period;
- Number of SOC's (Safety Observations and Coaching) carried out during the reporting period;
- SOC trends identified and proposed action for the coming week or month to maintain positive trends and / or address negative trends;
- Details of all audits, inspections and site visits carried out during the reporting period, and the corrective actions taken (or to be taken) to address all non-conformances;
- Feedback (progress updates) on all open non-conformances and outstanding corrective actions;



- Number of Toolbox Talks conducted during the reporting period (monthly);
- Number of Planned Task Observations (PTO's) carried out during the reporting period (monthly);
- Details of all active risk assessments and Safe Work Procedures highlighting those that are due for review in the coming month (monthly);
- A look ahead (to the coming week, month or quarter) to ensure that appropriate health and safety planning and preparation is done for upcoming work;
- Challenges faced with regard to health and safety; and
- Any other health and safety related information specific to the project that may be required.

Leading indicators (e.g. audit findings, observations, etc.) must be analysed, and any negative trends identified with regard to unsafe behaviour or conditions must be appropriately addressed to prevent incidents.

Lagging indicators (e.g. injuries, illnesses, near hits, etc.) must be investigated in detail to determine the root causes. Corrective actions must be identified, implemented and integrated into Safe Work Procedures to prevent recurrences.

## 26.2 Audits and Inspections

On a monthly basis, the health and safety management system and workplace activities of the Contractor will be audited by a Project Health and Safety Advisor to assess compliance with the project health and safety requirements. Any deviation from these requirements (i.e. non-conformance) that places the health or safety of any person in immediate danger will result in the specific activity being stopped until the non-conformance is corrected.

For each non-conformance determined during any audit, the Contractor must identify and implement appropriate corrective actions.

For each corrective action, a responsible person must be designated and an appropriate timeframe (target date) for completion of the corrective action must be specified. Progress on implementing corrective actions (i.e. closing non-conformances) must be monitored and reported on. The implementation of corrective actions will be verified during the monthly audits.

The Principal Contractor Audit conformance will be assessed as a percentage and where conformance is better than 90% it will be considered satisfactory and the Principal contractors must develop and implement an Action Plan within 4 weeks, to be reviewed at the next scheduled Audit. Where the level of conformance is between 80-90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow-up Audit will be carried out. Where the conformance is less than 80%, the Contractor must stop work until an investigation of the cause/s has been completed and corrective action have been developed and implemented by the Principal contractor. Actions required from the audit result are risk based, e.g. An audit result with a critical element scored low may still result in an NCR being issued, or even a work stoppage.

Should it be determined that the Principal contractor's level of compliance is unsatisfactory, all work being performed by the Contractor on the project site may be stopped (at the Principal contractor's expense) until an investigation into the reasons for the poor performance has been carried out, a corrective action plan has been developed, and corrective actions have been implemented.

In addition to the audit carried out by the Project Health and Safety Advisor, the Contractor must carry out an internal audit on a monthly basis to assess compliance with the project health and safety requirements (including the requirements of this specification and the Principal contractor's Health and Safety Management Plan). Furthermore,

the Contractor must ensure that each appointed contractor is audited and measured to the same standard. Copies of these audit reports must be submitted to the Project Health and Safety Advisor on a monthly basis.

The Contractor must carry out internal health and safety inspections as follows:

- General site health and safety inspections on a daily basis; and
- Inspections of plant, tools and equipment prior to establishment or use on site, and at least monthly thereafter.

All audits and inspections must be carried out by competent persons who have been appointed in writing.

A schedule of planned audits and inspections must be compiled and maintained ensuring that:

- All work areas and all activities are covered at regular intervals;
- All applicable legal requirements are complied with; and
- Areas or activities with significant associated hazards or risks receive greater attention.

## 27. COVID-19 Cleaning and Disinfecting

Cleaning and disinfecting are two (2) different processes:

**Cleaning** means physically removing germs, dirt and organic matter from surfaces.

**Disinfecting** means using chemicals to kill germs on surfaces. It's important to clean before disinfecting because organic matter and dirt can reduce the ability of disinfectants to kill germs.

**Note:** A combination of cleaning and disinfection will be most effective in removing the COVID-19 virus. Cleaning reduces the soil load on the surface, allowing the disinfectant to work and kill the COVID-19 virus. Disinfectant may not kill the virus if the surface has not been cleaned with a detergent first.

### A) Routine cleaning

Workplaces including construction sites should clean surfaces at least daily. Special attention should be given to frequently touched surfaces (e.g. tabletops, door handles, light switches, desks, toilets, taps, kitchen surfaces, cupboard handles, and etc.). Ideally, once clean, surfaces should also be disinfected regularly. Alternatively, you may be able to do a 2-in-1 clean and disinfection by using a combined detergent and disinfectant.

Surfaces and fittings should be cleaned more frequently when:

- Visibly soiled
- Used repeatedly by a number of people, and
- After any spillage.

For routine cleaning, disinfectants are usually only necessary if a surface has been contaminated with potentially infectious material. For this reason, when and how often a workplace should undertake disinfection as part of routine cleaning will depend on the likelihood of contaminated material being present at the workplace. For example, in a busy area such as toilet facilities with many employees entering each day, more frequent disinfection is recommended to prevent the spread of COVID-19.

### B) How to clean

Use the following steps to clean an environment:

- Wear gloves when cleaning. Gloves should be discarded after each clean. If it is necessary to use reusable gloves, gloves should only be used for COVID-19 related cleaning and should not be used for other purposes or shared between workers;
- Wash reusable gloves with detergent and water after use and leave to dry;
- Clean hands immediately after removing gloves using soap and water or hand sanitiser;
- Thoroughly clean surfaces using detergent and water. Always clean from the cleanest surfaces to the dirtiest surfaces. This stops the transfer of germs to cleaner surfaces and allows you to physically remove and dispose of the largest possible amount of germs;
- If you need to use a disinfectant, clean the surface first using detergent then apply a disinfectant or use a combined detergent and disinfectant. A disinfectant will not kill germs if the surface has not been cleaned first;
- Apply disinfectant to surfaces using disposable paper towel or a disposable cloth. If non-disposable cloths are used, ensure they are laundered and dried before reusing;
- Allow the disinfectant to remain on the surface for the period of time required to kill the virus (contact time) as specified by the manufacturer. If no time is specified, leave for 10 minutes;
- It is advisable to use a hand-lotion after washing your hands to protect against skin irritation

### **How should I clean if someone at my workplace is suspected or confirmed to have COVID-19?**

- If a person who has been at your workplace is suspected or confirmed to have COVID-19, you must thoroughly clean and disinfect all areas of suspected contamination;
- Clean and disinfect all areas (for example, offices, bathrooms and common areas) that were used by the suspected or confirmed case of COVID-19. Close off the affected area before cleaning and disinfection. Open outside doors and windows if possible to increase air circulation and then commence cleaning and disinfection;
  - Clean and disinfect hard surfaces using either: a physical clean using detergent and water followed by a clean with bleach solution (2-step clean), for example, household bleach or hospital-grade bleach solutions that are readily available from retail stores.
  - A physical clean using a combined detergent and bleach solution (2-in-1 clean) made up daily from a concentrated solution.
- Once cleaning and disinfection is complete, place disposable cloths, PPE and covers in a plastic rubbish bag, place it inside another rubbish bag (double-bagging) and dispose of the bag in the general waste;
- There is no need to close down an entire workplace, while cleaning and disinfection takes place, particularly if the person infected, or suspected to be infected, has only visited parts of the workplace. However the cleaning and disinfection must occur before any workers return to affected areas;

**Note:** Whether you need to suspend operations in your workplace will depend on factors such as the size of the workplace, nature of work, number of people, and suspected areas of contamination in your workplace.

- Those cleaning an area of suspected contamination need to be equipped with appropriate PPE. This includes disposable gloves and safety eyewear to protect against chemical splashes;
- If there is visible contamination with respiratory secretions or other body fluids in the area, the cleaning staff should also wear a disposable apron.
- Clean your hands using soap and water for at least 20 seconds, or where this is not possible, hand sanitiser of with at least 60% ethanol or 70% isopropanol as the active ingredient before putting on and after removing PPE;
- Cleaning equipment including mop heads and cloths should be laundered using hot water and completely dried before re-use;

- Cleaning equipment such as buckets should be emptied and cleaned with a new batch of disinfectant and allowed to dry completely before re-use.

### **Hard surfaces**

- In most circumstances, cleaning with detergent and water is sufficient;
- Disinfectants containing  $\geq 70\%$  alcohol, quaternary ammonium compounds, chlorine bleach or oxygen bleach are suitable for use on hard surfaces (that is, surfaces where any spilt liquid pools, and does not soak in). These will be labelled as 'disinfectant' on the packaging;

### **Soft or porous surfaces**

- For soft or porous surfaces like fabric or leather, seek advice from the manufacturer of the item to be cleaned about which products can be safely used;
- Detergent can generally be used to clean fabric surfaces. If more thorough cleaning is needed, fabric surfaces may be steam cleaned. Leather will have special cleaning requirements;

### **Using disinfectants safely**

- Follow all manufacturer's instructions and read the label and the Material Safety Data Sheet (MSDS);
- Do not use different types of disinfectants together;
- Store your disinfectants safely and securely, out of direct sunlight and away from heat sources;
- For spraying or misting products, spray directly into the cleaning cloth to dampen the cloth for use. Take care not to generate a mist.

### **PPE to use when diluting and using disinfectants includes:**

- Gloves, elbow-length if available, and
- Eye protection (safety glasses, not prescription glasses).

### **Disposal or cleaning of materials and PPE**

- Reusable, washable cloths, PPE and covers should be washed in a regular cycle wash using the warmest possible setting with normal washing detergent. Avoid shaking out the items before placing in the washing machine;
- Wear disposable gloves to handle used cloths, PPE and covers. Wash your hands thoroughly with soap and water for at least 20 seconds after removing the gloves;
- Reusable, non-washable PPE such as eye protection, should be wiped clean with a detergent solution first, then wiped over with a disinfectant, and left to air dry.

## **28. Site Meetings Procedures under COVID-19**

Key considerations to prevent or reduce COVID-19 risks on construction sites meetings:

### **Before the meeting**

The following should be exhausted:

- Develop and agree on preparedness plan to prevent infection at your meeting;
- Consider whether a face-to-face meeting is needed. Could it be replaced by a teleconference or online meeting;
- Could the meeting be scaled down so that fewer people attend?

- Pre-order sufficient supplies, including tissues and hand sanitizer for participants. Have face masks available to offer anyone who develops respiratory symptoms;
- Ensure that the boardroom is thoroughly cleaned and disinfected before the meeting including door and chair handles;
- Encourage attendants to bring their own pens to write notes or sign documentation;
- Actively monitor where COVID-19 is circulating. Advise participants in advance that if they have any symptoms or feel unwell, they should not attend;
- Make sure all organisers and participants at the meeting provide contact details: mobile telephone numbers, email and address where they are staying. State clearly that their details will be shared with local public health authorities if any participant becomes ill with a suspected infectious disease. If they will not agree to this they cannot attend the meeting;
- Develop and agree a response plan in case someone at the meeting becomes ill with symptoms of COVID-19 (dry cough, fever, malaise). This plan should include at least: Identify a room or area on site where someone who is feeling unwell or has symptoms can be safely isolated;
- Develop a plan for how they can be safely transferred from there to a health facility;
- Include what to do in your plan if a meeting participant or project member tests positive for COVID-19 during or just after the meeting.

## During the meeting

- All meeting organisers must ensure that health and safety briefing is held where they will provide information or a briefing, preferably both orally, on COVID-19 and the measures that organisers are taking to make the meeting safe for participants;
- Build trust. For example, as an icebreaker, practice ways to say hello without touching;
- Encourage regular hand-washing or use of hand sanitiser by all participants at the meeting;
- Encourage participants to cover their face with the bend of their elbow or a tissue if they cough or sneeze. Supply tissues and closed bins to dispose of them in;
- Encourage attendees to wear face masks during the meeting if possible;
- Provide contact details or a local health hotline contact number that participants can call for advice or to give information;
- Display dispensers of alcohol-based hand rub prominently around the construction site;
- Arrange seats so that participants are at least one (1) meter apart;
- Open windows and doors whenever possible to make sure the site meeting venue is well ventilated;
- If anyone starts to feel unwell, follow your site emergency preparedness plan and report to the Project Manager or Construction Manager;
- Depending on the situation in your area, or recent travel of the participant, place the person in the isolation room. Offer the person a mask so they can get home safely, if appropriate, or to a designated assessment facility;
- Thank all participants for their cooperation with the provisions in place.

## After the meeting

- Retain the names and contact details of all participants in the health and safety file for the project duration. This will also help public health authorities trace people who may have been exposed to COVID-19 if one or more participants become ill shortly after the meeting;

- If someone at the meeting or event was isolated as a suspected COVID-19 case, the organiser should let all participants know this. They should be advised to quarantine and monitor themselves for symptoms for 7 days and take their temperature twice a day;
- If they develop even a mild cough or low-grade fever (i.e. a temperature of 37.3 C or more) they should stay at home and self-isolate. This means avoiding close contact (1 meter or nearer) with other people, including family members. They should also contact their healthcare provider or the local public health department, giving them details of their recent travel and symptoms;
- Meeting organisers must thank all the participants for their cooperation with the provisions in place;
- The boardroom must be cleaned and disinfected after the meeting.

## **29. Authority Officers of Transnet**

The Principal Contractor shall co-operate with the officers of the network operator and shall comply with all instructions issued and restrictions imposed with respect to the Works which bear on the existence and operation of the network operator's railway lines and high-voltage equipment.

Without limiting the generality of the provisions above, any duly authorised representative of the network operator, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of the network operator's assets or any person is affected.

**NB: CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.**

## **30. Contractor/s Representatives**

The Principal Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide their Construction Manager's names, addresses and telephone numbers to Transnet appointed health and Safety Agent or Project Manager.

The Principal Contractor's directors must satisfy themselves that their Construction Manager is fully conversant with project specific health and safety specification and that he shall ensure compliance with all obligations in respect thereof.

The Principal Contractor shall ensure that their employees and all contractors under their control receives relevant awareness, educational and competence training regarding railway safety as prescribed.

## **31. Completion of the Works**

On completion of the works, the Principal Contractor shall remove all the remaining construction plant and material from the site, other than material which is the property of the network operator, and leave the site in a clean, neat and tidy condition. If material and plant is required for the liability and maintenance period the project manager must authorise its retention on site.

## **32. Interference with Networks Operator's Assets and Work on Open Lines**

The Principal Contractor shall not interfere in any manner whatsoever with an open line, nor shall he carry out any work or perform any act which affects the security, use or safety of an open line except with the authority of the Project Manager and in the presence of a duly authorised representative of the network operator.

The Principal Contractor shall not carry out any work or operate any plant, or place any material whatsoever nearer than three metres from the centre line of any open line except with the written permission of the Project Manager and subject to such conditions as he may impose. Care must be taken not to interfere with or damage any services such as overhead wire routes, cables or pipes and optical fibre cable, except as provided for the work specified. The Contractor will be held responsible for any damage to or interruption of such services arising from any act or omission on his part or of any of his employees, or persons engaged by him on the Works. The cost of repairing, replacing or restoring the services, as well as all other costs arising from any damage to services, shall be borne by, and will be recovered from the Contractor.

Authority granted by the Project Manager and the presence of an authorised representative of the network operator in terms hereof, shall not relieve the Contractor of his duty to comply with the requirements of this specification.

## **33. Construction Management**

The Project Manager will provide overall technical superintendence for the construction sites, and may direct the Contractor in terms of the provisions of the Contract or in respect of any measures which the project manager may require for the operations of the network operator, the safety of trains, property and workmen of the network operator, and for the safety of other property and persons. The Contractor shall carry out the directions of the project manager or client health and safety agent. The superintendence exercised by the client representatives, including any agreement, approval, refusal or withdrawal of any approval given, shall not relieve the Contractor of any of his duties and liabilities under the Contract, and shall not imply any assumption by the network operator or by the project manager of the legal and other responsibilities of the Contractor in carrying out the construction work.

The Project Manager may delegate to any Transnet's construction manager or supervisor or other person, any of his/her duties or functions under the project. On receiving notice in writing of such delegation, the Contractor shall recognize and obey the Transnet's construction manager or supervisor or person to whom any such duties or functions have been delegated as if he were the project manager.

The Principal Contractor shall exercise supervision over the construction work at all times when work is performed. The Contractor's construction manager shall be available on the site at all times while the construction works are in progress.

## 34. Reference Documents

**Table 29-1: Reference Documents**

Document Title
Occupational Health and Safety Act, 85 of 1993 and Regulations
Compensation for Occupational Injuries and Diseases Act, 1993



**BASELINE RISK ASSESSMENT:** DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN

**PROJECT NAME:** DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO THE EMPLOYER IN THE PORT OF DURBAN

**Project Number:** XDN.E.0034

**Author:** Philisiwe Ngidi

**Owner:** Transnet National Port Authority

**Client:** Transnet National Port Authority

**Project Sponsor:** Mpumi Dweba

**Project Manager:** Zinhle Hadebe

**Revision Number:** 01

## SIGNATORIES

Compiled by: Philisiwe Ngidi 01/12/2023  
Health and Safety Practitioner Signed Date

Approved by: \_\_\_\_\_  
Health and Safety Manager      Signed \_\_\_\_\_      Date \_\_\_\_\_

Accepted by: \_\_\_\_\_

Project Manager Signed Date

00	01/12/2023	Issued for Review
01		Issued for Approval
02		Issued for Review
<b>Rev. No</b>	<b>Date</b>	<b>Revision Details</b>

Transnet National Port Authority  
 Description of the Works: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF  
 TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO  
 THE EMPLOYER IN THE PORT OF DURBAN

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<b>Risk Assessment Title</b>	<b>Replacement of 10 rail mounted cranes</b>
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<b>Risk Assessment Team</b>				
	Name	Designation	Contact Number	E-mail
Facilitator	Philisiwe Ngidi	Health & Safety Practitioner	072 4911 756	Philisiwe.Ngidi@transnet.net
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### **Activities Covered**

This baseline risk assessment focuses on the high-level Health and Safety hazards and risks anticipated during construction taking into consideration construction methods :

- Site establishment
- Transport, loading and off-loading of rail, electrical and Crane infrastructure
- Removal/dismantle of redundant and or old rails and electrical infrastructure.
- Assemble and construct new electrical infrastructure, railway lines and Crane Assembly
- Driving within the port vicinity (heavy mobile equipment)
- Manual Lifting
- The use Power and or hand Tools
- Hot works
- Spray painting/painting.

### **Geographical location:**

Bayhead Dock and Workshop 24, Port of Durban

### Scope of Risk Assessment

The Baseline Risk Assessment is a theoretical assessment before work starts to highlight the foreseen hazards, but this is not intended to be seen as an absolute 100% of hazards that may occur.

The Employer's project specific objectives to achieve completion of the works by meeting the Completion Date whilst still maintaining the highest environmental, quality and safety standards and whilst minimising any disruptions.

Activity, step or action step	Hazards	Associated risk event	Risk controls	Risk Rating
<b>Access to site</b>	Entering site and driving under the influence of alcohol and drugs	Injury to persons and property damage.	All employees entering the site shall undergo an alcohol Breathalyzer or drug test if requested to do so. The contractor's drivers shall abide by all general road traffic rules found in the National Road Traffic Act (Act 93 of 1996) and Regulations thereto or otherwise.	<b>MEDIUM</b>
	Speeding (reckless and negligent driving)	Injuries to persons and property damage	All drivers shall abide by speed limit	<b>MEDIUM</b>
	Parking in areas not designated for parking	Obstruction of the roads and possible injuries and damage to property	Contractor must ensure that an approved Traffic Management Plan is implemented.	<b>MEDIUM</b>
	Incompetent drivers	Injuries resulting in permanent disabilities Fatalities	Adherence to TNPA Vehicle and Transportation Management procedure and the Road Traffic Act. Ensure drivers are competent, including random verification. Inspections by competent inspector.	<b>MEDIUM</b>
	Vehicles not in good and serviceable condition	Injuries resulting in permanent disabilities Fatalities	Vehicle to serviced at required intervals. Ensure selection of correct vehicle type for conditions, including tyre selection	<b>MEDIUM</b>

	Speed	Injuries resulting in permanent disabilities Fatalities	The contractor's drivers shall abide by all general road traffic rules found in the National Road Traffic Act (Act 93 of 1996). Adherence to TNPA Vehicle and Transportation Management procedure and the Road Traffic Act. Strict speed control with use of 24-hour active satellite tracking	<b>MEDIUM</b>
<b>Clearing and grubbing</b>  (Removing rubbish debris, vegetation, hedges, shrubs, bush etc.)	Underground unmarked existing services  Employees being struck by moving plant working in the area.  Construction vehicle and mobile plants reverse hooters not working.	Damage to existing services not marked Injuries	Competent operator Maintenance at required interval Supervision Safe Work Procedures Training Project specific induction Appropriate PPE	<b>MEDIUM</b>
	Defective tools and equipment (shovels Spades)	Injuries (cuts, bruises, and contusions)	Inspection of tools and equipment before work Maintenance of tools and equipment Safety practices and regular worker training	<b>MEDIUM</b>
<b>Loading and Off-loading</b>  <b>(Lifting Operations)</b>	Defective lifting equipment, machinery	Load drop, failing of equipment. Fatal injuries, damage to or loss of equipment and materials.	Load tests done and valid for all lifting machinery and or lifting equipment. Inspection by competent inspector prior to site mobilization.	<b>HIGH</b>

<b>(Off-loading of containers with crane trucks and manual handling of heavy equipment)</b>	(Lifting tackle, HIAB crane, Lifting hooks etc.)		Pre-start inspections by Crane Operators. Mobile Cranes will be inspected and tested annually as per the requirements of Driven Machinery regulations. Verification and validity of Operator competencies. Inspections must be recorded and available at the crane for verification Purposes.	
	Incompetent operator and or driver.	Collisions, Load drop, over toppling of load. Fatal injuries, damage to or loss of equipment and materials.	Ensure Crane operator and rigger competency - certificate available. Conduct Planned Task observation on employees. Lifting study done for any lift in excess of 5 t. Ground stability and placement of outriggers considered. Outriggers used with designed base plates at all times. All employees removed from the slew radius and drop zone during the lift - guide ropes fitted and used.	<b>HIGH</b>
	Incorrect use of Lifting tackle	Load drop, failing of equipment. Fatal injuries, damage to or loss of equipment and materials.	Lifting tackle will only be used by personnel trained and competent in the use of such lifting tackle. Safe Working Load of the lifting tackle will not be exceeded. Lifting tackle will only be used as per the intended design of such lifting tackle.	<b>HIGH</b>
	Unstable ground/ working surface.	Overturning or collapse of loads Fatal injuries, damage to or loss of equipment and materials.	Lifting assessment must be done for all lifts to ensure the integrity of the working surface is adequate for the lift to take place. Out riggers must not be placed on any drain/manhole covers or any access or egress entrances to the	<b>HIGH</b>



			pump station/ valve chambers below the surface.	
<b>Loading and Off-loading (Lifting Operation - Off-loading of containers with crane trucks and manual handling of heavy equipment)</b>	Existing overhead services	Electrocution, explosion and or Fire. Fatal injuries, damage to or loss of equipment and materials	Overhead services considered. Mobile Cranes will not be used near Live Electrical Conductors where the crane have a potential of coming closer than 10 m to the overhead conductor. (The voltage and guidance from an electrical engineer must be utilise prior to the lift operation) Lifting, rigging plan in place with task specific risk assessments. Only competent trained personnel used, verification and proof available on site. Equipment service and relevant inspections in date.	<b>HIGH</b>
	Use of Mobile and or HIAB Cranes in high wind conditions.	Fatality Injury relating in permanent Disabilities. Damage to equipment and or materials.	Mobile and or HIAB Cranes will not be used in wind conditions exceeding 35K/hr. Mobile and or HIAB cranes operations may be suspended during low wind conditions dependant on type of load and nature of wind radius and drop zone during the lift - guide ropes fitted and used. Calibrated wind meter must be used to ensure the accuracy of the wind and wind gusts.	<b>HIGH</b>

<b>Stacking, Storing and Stockpiling of material and equipment.</b>	Improper stacking and storing (lack of competency, adequate space for stacking and storage, uncontrolled areas)	Staked articles will fall over causing damage and or loss to equipment. Fatal injuries	Conduct Task based Risk assessment for stacking and storage. Supervision of task. DSTI's	<b>HIGH</b>
	Improper stacking and storing of hazardous and or flammable materials/liquids (lack of competency, adequate space for stacking and storage, uncontrolled areas)	Property damage and possible injuries to employees Fires, explosion and environmental impacts.	Conduct Task based Risk assessment for storage of hazardous and or flammable materials/liquids. Appoint a Competent person for to supervise stacking and storage on site. Ensure that MSDS for all hazardous and or flammable materials/liquids are available. Stakeholder engagement to acquire designated storage facilities/area that is ventilated, bunded to contain 10% more of the stored quantity. Ensure that no interaction of combustible materials can occur. Appropriate firefighting measures must be available at all times. The area must be barricaded, sign posted with the appointed/responsible persons contact details.	<b>HIGH</b>
	Strong winds and or gusts.	Staked articles will fall over. Fatal injuries, damage and or loss to equipment.	Conduct Task based Risk assessment for stacking and storage. Appoint a Competent person for to supervise stacking and storage on site. Preventative measures must be taken to ensure that stacks and integrity of stacked materials are not compromised by strong winds.	<b>HIGH</b>

			Inspection must be done and recorded after inclement weather conditions.	
<b>Connecting/disconnecting and or energising or de-energising existing services (Water, electrical and or sewage)</b>	Electricity (Live wires, exposed conductor) Incompetent persons doing electrical installations	Electrocution, fires. Fatality and or serious injuries.	Ensure Electrical work is done when electricity supply is off (Lock and tag out procedure must be implanted). Competent person must appointed to conduct the work. Certificate of compliance must be issued for all electrical installations on site. Electrical installations must be inspected weekly by the appointed component person. Conduct Planned Task observation on employees. Correct tools for the job. Use Personal protective equipment.	<b>HIGH</b>
	Sewage Spills and or leaks	Ill health conditions and infections.	Competent person must conduct the work. Provide correct tools and equipment. Ensure spill kit is available if spill occurs.	<b>HIGH</b>

<b>Hazardous chemical Agents (HCA)</b>	Contact with Spray paint and or painting (HCA)	Inhalation of fumes Contact dermatitis Contact with eyes Medical treatment case	Safe work procedure for handling HCS. Training employees on the Material safety data sheet Procedure for Hazardous waste management. Provide and implement the Use of Personal Protective Equipment.	
	Flammable substances	Disabling injuries Fires and or explosions Occupational health illnesses	Safe work procedure for handling HCA. Training employees on the Material safety data sheet Procedure for Hazardous waste management. Provide and implement the Use of Personal Protective Equipment. Safe work procedure for handling HCS. Training employees on the Material safety data sheet	<b>HIGH</b>
	Cement and grout (HCA)	Occupational health illnesses	Procedure for Hazardous waste management. Provide and implement the Use of Personal Protective Equipment.	<b>HIGH</b>
<b>Interface with adjacent construction activities of other contractors</b>	No communication with other contractors on premises in close vicinity of work area	Injuries resulting in permanent disabilities Fatalities	Contractor must communicate daily regarding items that may affect 3rd party or site access. Ensure compliance to project communication plan.	<b>MEDIUM</b>
<b>Breaking out and removing existing rails. (Using a Pneumatic and or electrical jack hammer and or pecker)</b>				
<b>Removal of existing rail</b>	Stored energy - rail line and clamps	Disabling injuries/fatalities	Trained competent personnel, proof and verification of competency on site.	<b>HIGH</b>

			Task specific risk assessments and DSTI. Use of face shields with removal of rail clamps, when line is cut only employee directly involved in the activity, rest of the employees to be removed from immediate area.	
	Incorrect Manual handling Techniques (Lifting, carrying, Pushing, pulling)  Ergonomics (Bending, twisting, Prolonged, frequent, repetitive movements.)	Musculoskeletal disorders e.g., back injuries Blood pooling which may lead to fainting. Cuts/Abrasions and pinch points	Safe lifting procedures Contractor to ensure long sleeved clothing and appropriate gloves are worn by all employees handling roof trusses and sheets. Appropriate PPE including gloves. Contractor to ensure sufficient labour available for manual lifting.	
<b>Breaking out existing rails. Using a Pneumatic jack hammer and compressor.</b>	Energy source (pneumatic pressure)	Injuries Property damage	Provide suitable equipment for the task at hand. Provide kick back protection. Provide safe and user-friendly equipment for the task. Train the employee on a Safe work/operating procedure for this task and ensure that the employee is competent in performing the task. Ensure that the employee has done a medical examination specific to the hazards and risks involved for this activity. Provide suitable Personal Protective Equipment.	<b>HIGH</b>
	Defective energy generation equipment (compressor)			
	Defective equipment (air hoses, connectors, jack hammer or breaker).			
	Inexperienced user/operator	Injuries/Fatalities	Ensure that employees are trained and or experienced with the task performed. Train the employee on a Safe work/operating procedure for this task and ensure that the employee is competent in performing the task.	<b>HIGH</b>

			Ensure that the employee has done a medical examination specific to the hazards and risks involved for this activity.	
	Debris and flying particles	Foreign object to eye(s) which may lead to loss of sight.	Ensure that employees are trained and or experienced with the task performed. Train the employee on a Safe work/operating procedure for this task and ensure that the employee is competent in performing the task. Ensure area is clear for the task to take place. Provide suitable Personal Protective Equipment	<b>HIGH</b>
	Noise	Overexposure to noise levels – short and long term may result in potentially permanent health impact (noise induced hearing loss)	Occupational hygiene monitoring Medical surveillance Hearing conservation programme	<b>HIGH</b>
	Vibration transmitted into hands and arms when using handheld/operated tools and machinery.	Excessive exposure can affect the nerves, blood vessel, muscles and joints of the hand, wrist and arm causing Hand-Arm Vibration Syndrome (HAVS) and other musculoskeletal conditions, such as Vibration-Induced White Finger (VWF) and Reynaud's disease.	Ergonomic risk assessment and control measures to be identified in a Safe Work procedure to address ergonomics and hygiene related injuries. Provide suitable Personal Protective Equipment	<b>HIGH</b>
	Dust	Regular to dust may result in irritation to eyes and respiratory illnesses such as lung cancer, silicosis, occupational asthma and Chronic Obstructive Pulmonary Disease (COPD).	Use water if possible for dust suppression. Occupational health assessment Hygiene monitoring Medical surveillance Effective ventilation Dust suppression Respiratory protective equipment (RPE)	<b>HIGH</b>

<b>Breaking out existing rails. Electrical jack hammer</b>				
	Energy source (electrical)	Injuries and fatalities	Provide suitable equipment for the task at hand. Provide safe and user friendly equipment for the task. Train the employee on a Safe work/operating procedure for this task and ensure that the employee is competent in performing the task. Ensure that the employee has done a medical examination specific to the hazards and risks involved for this activity.	<b>HIGH</b>
	Defective equipment (Extension cords, plugs, jack hammer or breaker).	Injuries and fatalities	Provide suitable equipment for the task at hand. Inspect all equipment before use and report any defects to the supervisor. Train the employee on a Safe operating procedure for this task and ensure that the employee is competent in performing the task. Provide suitable Personal Protective Equipment.	<b>HIGH</b>
	Flammable substances (Fuel drive equipment)	Injuries and fatalities	Provide and implement a Safe work Procedure (SWP) for refuelling of equipment on site. Provide training on the SWP and the material Safety Data Sheet (MSDS) for the type of Flammable substance used. Ensure that the correct refuelling equipment is used for the task. Ensure that no refuelling is done at an area where open flames, smoking, hot works are present. Ensure that the activity specific emergency/firefighting plan is available and implemented. Provide suitable Personal Protective Equipment	<b>HIGH</b>

	Lighting effects (stroboscopic effects), Improper lighting installation, maintenance, replacement, and disposal Insufficient lighting/emergency lighting.	Accident and injuries due to possible stroboscopic effects, insufficient lighting, and poor lighting management.	Proper temporary lighting design to not interfere with other activities. Sufficient maintenance, replacement, and disposal programme. Regular illumination measurements to match type of work to be done.	<b>MEDIUM</b>
<b>Working outside</b>	Extreme ambient temperatures during cold nights and summer days.  Excessive UV radiation	Overexposure to heat may lead to heat-related conditions such as heat cramps, heat exhaustion and heatstroke which may be caused by dehydration and desalination. Hypothermia Premature skin ageing, precancerous and cancerous skin conditions, keratitis, weakening of immune system.	Occupational hygiene monitoring and medical surveillance. Specialized PPE (e.g., lined gloves, balaclavas, winter jackets). Scheduling of regular break times	<b>HIGH</b>
<b>Installation of new rails. (Core drill, epoxy of bolts, handling and placing of rails, hot works, Concrete work)</b>				
<b>Placement of Rail Track Sections by means of Manual Handling</b>	Incorrect Manual handling Techniques (Lifting, carrying, Pushing, pulling,)	Injuries and fatalities	Trained and competent personnel. Task specific risk assessment and DSTI. Teamwork with manual movement and placement of Rail Track Sections and sleepers crucial. Any new team member to be specifically coached and trained. Avoid movement backwards as far as possible, with use of clamps all employee facing the direction of required move. Use of safety boots and metatarsal protection mandatory. A Risk Assessment is required.	<b>HIGH</b>



			<p>If the assessed risk is too great, use mechanical aids or seek assistance.</p> <p>Adopt a stable foot position when conducting manual lifting activities.</p> <p>Grip the load firmly and keep it close to your body.</p> <p>Use the strong muscles of your legs to lift and not your back.</p> <p>(Aim to maintain the natural curves of your spine, thereby lessening the chance of injury to disks.)</p>	
	Personnel not properly communicating during placement of rail	Injuries and fatalities	<p>Communication and instruction during the manual handling of rail construction material will be via the delegated person or the appointed supervisor for such activity.</p> <p>The team will be instructed to ignore other instructions.</p> <p>The activity will not commence if team members do not understand instructions or if they are not able to hear the instructions clearly (noise in the area where work is conducted).</p>	<b>HIGH</b>
<b>Placement of rail track by means of Truck Mounted Crane</b>	Incompetent Truck Mounted Crane Drivers/ Operators and Riggers performing lifting activity	Fatality Injury relating in permanent disabilities	<p>Ensure Crane operator and rigger competency - certificate available.</p> <p>Compliance to Driven Machinery Regulations and CR 22.</p> <p>Ground stability and placement of outriggers considered.</p> <p>Outriggers used with designed base plates at all times.</p>	<b>HIGH</b>

			All employees removed from the slew radius and drop zone during the lift -guide ropes fitted and used.	
	Failure of attachment device used to off load rail sections	Fatality Injury relating in permanent disabilities	The device used for the offloading of rail sections will be regarded as lifting equipment and inspection of such devices will be same as for lifting tackle. Regular inspections throughout the shift of the attachment device must be done by the appointed supervisor. No personnel will be allowed under the suspended load and taglines must be used to manipulate the load to the required position.	<b>HIGH</b>
	Truck and low bed trailer not in safe and serviceable condition.	Fatality Injury relating in permanent disabilities	All HME will be inspected and approved prior to site access. All HME will form part of the maintenance schedule of Contractors.	<b>HIGH</b>
	Personnel guiding load during placement moving under load.	Fatality Injury relating in permanent disabilities	Slew area of rail sections during offloading and loading will be demarcated. Offloading will be conducted under the direct supervision of a competent and appointed supervisor.	<b>HIGH</b>
<b>Drill holes for bolts, grind and cut rails. (Use of Portable Electrical Hand Tools/ small plant)</b>	Unsafe and defective equipment (no machine guards, exposed conductor, broken switches or plugs)	Electrocution, electrical shock, fire and or explosion. Fatal injuries and damage to equipment	Provide safe and sound PET (Portable Electrical Tools) to employees. Competent person must inspect all tools monthly. Conduct pre inspection before use and keep record of the inspection. Report deviations and lock out deviated tools.	<b>HIGH</b>

			Follow Safe Work Procedure for all PET. Do not work in hazardous environment with regards to Electrical equipment.	
	Exposed Moving parts (nip and pinch points).	Loose clothing, fingers and or PPE can get caught by moving parts. Fatal injuries, Amputation and or serious injuries.	Daily safety task instruction must be done prior to all works. Ensure that no loose cloying, jewellery and or PPE is used while operating PET.	<b>HIGH</b>
<b>Assembling new cranes on site</b>				
<b>Transport crane sections to site</b>	Abnormal loads	Fatality Injury relating in permanent disabilities	Competency verification of the service provider or internal resources must be verified. Compliance to Driven Machinery Regulations and CR 22. Scheduling of the transport of the abnormal loads to site when the least amount of operation or traffic is present in that vicinity. High visibility signage and lights with mobile escort to ensure safe transportation. Comply with the National traffic management act.	<b>EXTREME</b>
	Limited operation space.	Fatality Injury relating in permanent disabilities	Competency verification of the service provider or internal resources must be verified. Compliance to Driven Machinery Regulations and CR 22. Scheduling of the transport of the abnormal loads to site when the least amount of operation or traffic is present in that vicinity.	<b>EXTREME</b>

			Traffic management plan must be done to ensure the most effective route and areas are identified for this task. Proper stakeholder engagement before the crane is transported the designated area.	
<b>Mechanical lifting of crane parts</b>	Defective lifting machinery and or equipment/tackle.	Fatality Injury relating in permanent disabilities	Provide suitable equipment for the task at hand. Inspect all equipment before use and report any defects to the supervisor.	<b>EXTREME</b>
	Suspended loads	Fatality Injury relating in permanent disabilities	All employees removed from the slew radius and drop zone during the lift - guide ropes fitted and used. This area must be identified and kept clear when lifting occurs.	<b>EXTREME</b>
<b>Assembly (welding and or fastening by means of power and or hand tools)</b>	Person performing hot work activities not competent	Fatality Injury relating in permanent disabilities	Competencies to be verified prior to site access authorisation. SWP for the activity and training provided to the competent person.	<b>HIGH</b>
	Working at heights	Fatality Injury relating in permanent disabilities	Fall protection plan must be drafted and implemented by a competent appointed person	<b>HIGH</b>
<b>Inherent hazards and risks within the working environment</b>				
<b>Dry dock facility and its operations (flooded and empty dock conditions)- working near water</b>	Water	Fatality – employees might fall into the dry dock when it is flooded. Drowning	Full compliance with project specific health and safety specification. Ensure that the changes within the work environment is assessed and documented for each day (flooded or emptied dry dock) Provide means to prevent employees falling into the water.	<b>HIGH</b>

Transnet National Port Authority  
 Description of the Works: DETAILED DESIGN, MANUFACTURE, SUPPLY, DELIVERY AND INSTALLATION OF  
 TEN (10) JIB CRANES WITH CRANE RAILS AS WELL AS FINAL TESTING, COMMISSIONING AND HAND OVER TO  
 THE EMPLOYER IN THE PORT OF DURBAN

			Provide means to rescue employees that might fall into the water. Appropriate personal protective equipment (i.e., life jacket) Always work with a partner or preferably a team when working around or near water. Supervision.	
	Fall hazard (heights)	Fatality – employees might fall into the dry dock when the dry dock is empty, no water present)	Ensure that the changes within the work environment is assessed and documented for each day (flooded or emptied dry dock) Personnel performing elevated work trained in use of fall protection systems. Fall Protection Plan implemented. Planned Task Observations conducted on personnel working at heights. Employees to wear/use Safety Harnesses.	<b>HIGH</b>

### Annexure 1 – Risk Matrix and Descriptions

Likelihood	Consequence				
	Insignificant	Minor	Moderate	Major	Critical
Almost Certain	Medium	Medium	High	Extreme	Extreme
Likely	Low	Medium	High	High	Extreme
Possible	Low	Medium	High	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Assessed Risk Level	Description of Risk Level	Action Required
Low	If an incident were to occur, there would be little likelihood that an injury would result	Undertake the activity with the existing controls in place
Medium	If an incident were to occur, there would be some chance that an injury requiring First Aid would result	Additional controls may be needed
High	If an incident were to occur, it will be likely that an injury requiring medical treatment would result	Controls will need to be in place before the activity is undertaken

<b>Extreme</b>	If an incident were to occur it, it would be likely that a permanent or death would result	Consider alternatives to doing the activity. Significant control measures will need to be implemented to ensure safety
----------------	--	--

Likelihood	Description of Likelihood		Consequence	Description of Consequence
1. Rare	Will only occur in exceptional circumstances		1. Insignificant	No treatment required
2. Unlikely	Not likely to occur within the foreseeable future, or within the project lifecycle		2. Minor	Minor injury requiring First Aid treatment (e.g. minor cuts, bruises, bumps)
3. Possible	May occur within the foreseeable future, or within the project lifecycle		3. Moderate	Injury requiring medical treatment or lost time
4. Likely	Likely to occur within the foreseeable future, or within the project lifecycle		4. Major	Serious injury (injuries) requiring specialist medical treatment or hospitalisation
5. Almost Certain	Almost certain to occur within the foreseeable future or within the project lifecycle		5. Critical	Loss of life, permanent disability or multiple serious injuries

# **“HOW TO” GUIDE FOR BIDDERS**

REGISTER ON ETENDER PORTAL  
ACCESS TENDERS



# “HOW TO” GUIDE FOR BIDDERS

REGISTER ON ETENDER PORTAL

ACCESS TENDERS

**NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date**

Go to Google Chrome 


In the address bar type: <https://transnetetenders.azurewebsites.net>



Click on Sign in / Register

SIGN IN/REGISTER

https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c\_1\_signupsignin/oauth2/v2.0/authorize?client



### Sign in with your email address

[Forgot your password?](#)

[Sign in](#)

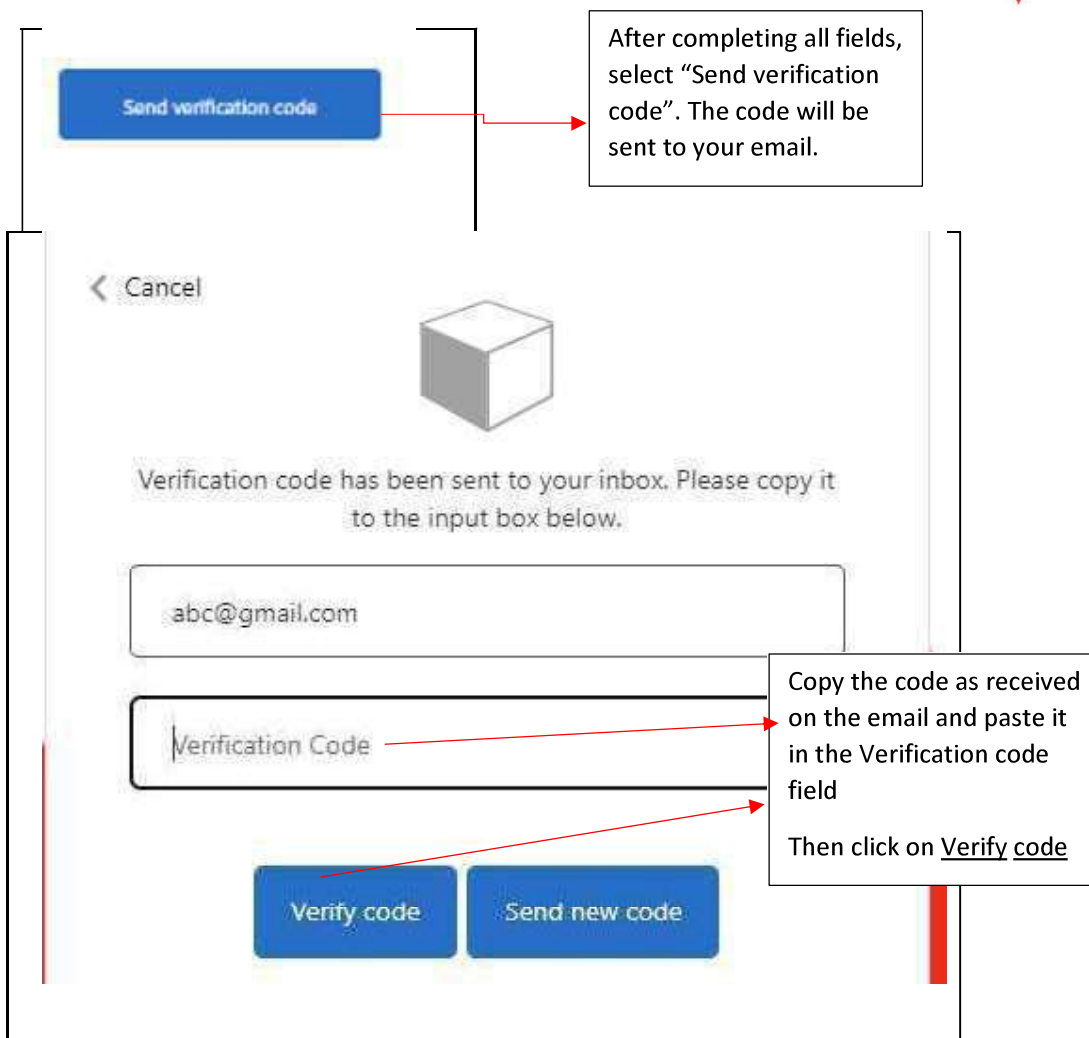
[Don't have an account?](#) [Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

**VERY IMPORTANT:** Each field needs to be completed and not to be left blank

3 | Page



Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel

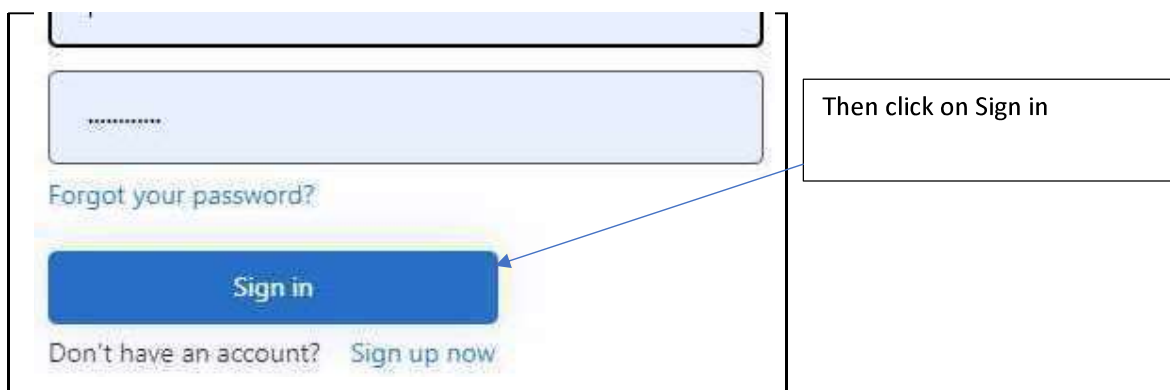
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field  
Then click on Verify code

Verify code Send new code



Forgot your password?

Sign in

Don't have an account? Sign up now

Then click on Sign in

Once registered and signed in, the home screen will have "WELCOME (Registered user)"

**DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING**

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

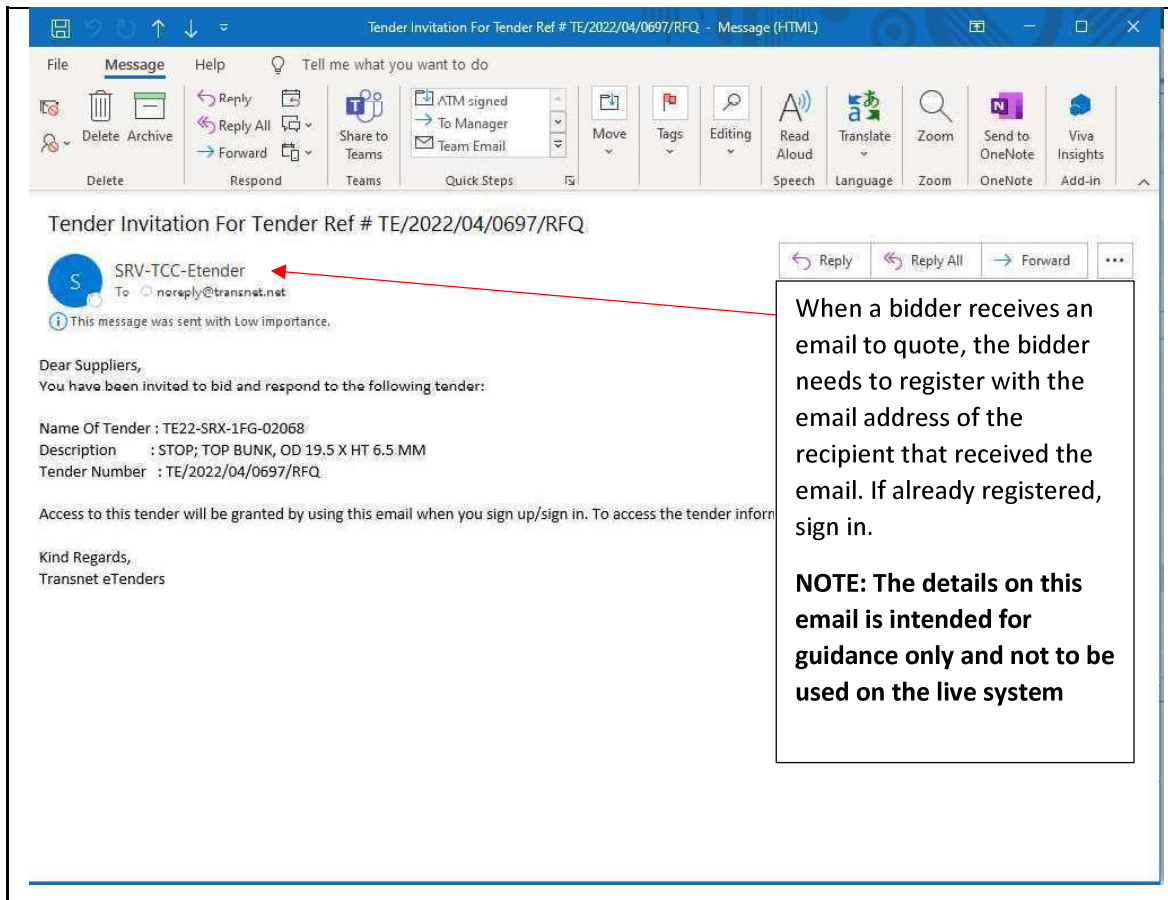
To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

ADVERTISED TENDERS

Open Tenders Other Tenders

Show  Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
------------------	-------------	-------------	------------------	--------------	---------------



**Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ**

SRV-TCC-Etender  
To: noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,  
You have been invited to bid and respond to the following tender:

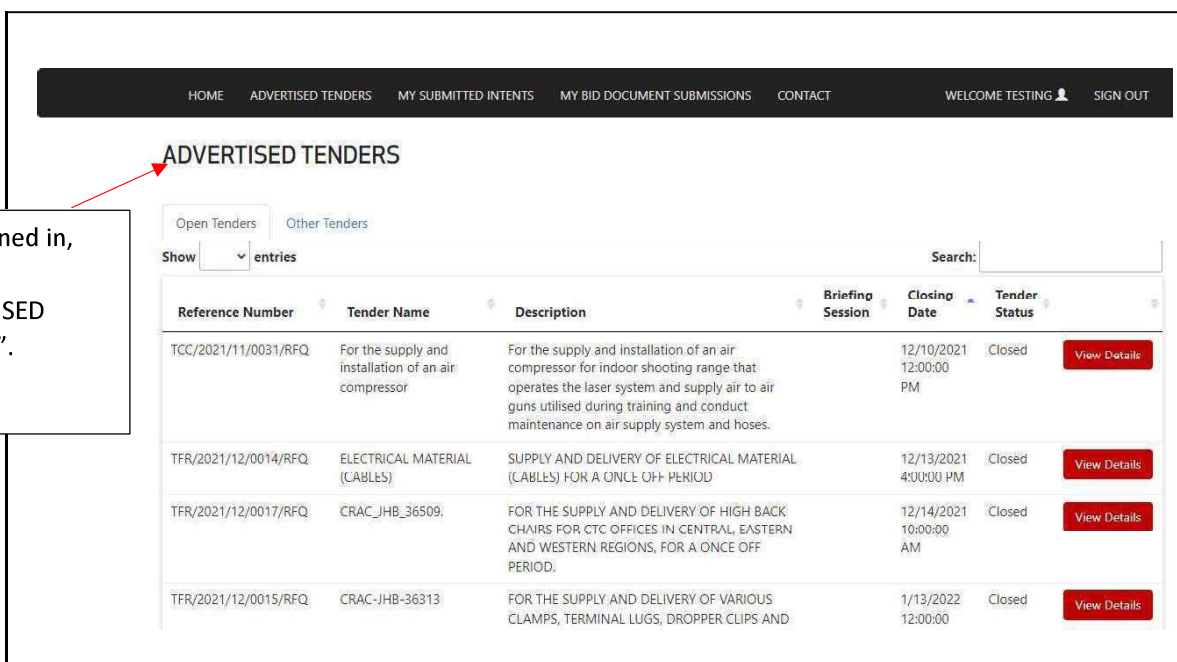
Name Of Tender : TE22-SRX-1FG-02068  
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM  
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information, please click on the link provided in the email.

Kind Regards,  
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

**NOTE: The details on this email is intended for guidance only and not to be used on the live system**



HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

**ADVERTISED TENDERS**

Open Tenders Other Tenders

Show entries

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	<a href="#">View Details</a>
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	<a href="#">View Details</a>
TFR/2021/12/0017/RFQ	CRAC_JHB_36509	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	<a href="#">View Details</a>
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	<a href="#">View Details</a>

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to “Tender Status”. The arrow pointing down will change to blue and open tenders will be displayed.

The screenshot shows the 'ADVERTISED TENDERS' page. At the top, there is a navigation bar with links: HOME, ADVERTISED TENDERS, MY SUBMITTED INTENTS, MY BID DOCUMENT SUBMISSIONS, CONTACT, WELCOME TESTING, and SIGN OUT. Below the navigation bar, the page title 'ADVERTISED TENDERS' is displayed. There are two tabs: 'Open Tenders' (selected) and 'Other Tenders'. A 'Show' dropdown menu is set to 'entries'. A search bar is present. The main table lists three tenders, all with a status of 'Open'.

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVEIL-1 LOAD DET, WAGONS AIRBRAKE	VALVEIL-1 LOAD DET, WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	<a href="#">View Details</a>
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	<a href="#">View Details</a>
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED;		4/8/2022 10:00:00	Open	<a href="#">View Details</a>

The screenshot shows the 'ADVERTISED TENDERS' page with a search bar containing the text 'TE/2022/04/0697/RFQ'. The table below shows one tender result with a status of 'Open'.

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	<a href="#">View Details</a>

To search for a specific tender, the tender number, tender name or description can be used for searching.

## ADVERTISED TENDERS

The screenshot shows the 'ADVERTISED TENDERS' page with a search bar containing the text 'TE22-SRX-1FG-02068'. The table below shows one tender result with a status of 'Open'.

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	<a href="#">View Details</a>

When the tender has been identified, click on “View Details”



When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

**TENDER DETAILS**

Tender Details

<b>Tender Reference Number</b>	TE/2022/04/0697/RFQ
<b>Name Of Tender</b>	TE22-SRX-1FG-02068
<b>Description</b>	STOP: TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFQ
<b>Contact Person</b>	Charl du Preez Transnet Engineering SLR
<b>Contact Person Email Address</b>	Charl.duPreez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River

**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068

**Log An Intent To Bid**

☐

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

**TENDER DETAILS**

Tender Details

<b>Tender Reference Number</b>	TE/2022/04/0697/RFQ
<b>Name Of Tender</b>	TE22-SRX-1FG-02068
<b>Description</b>	STOP: TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFQ
<b>Contact Person</b>	Charl du Preez Transnet Engineering SLR
<b>Contact Person Email Address</b>	Charl.duPreez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River
<b>Name Of Institution</b>	TE
<b>Tender Category</b>	Goods
<b>Tender Status</b>	Open

**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068

**Log An Intent To Bid**

☒

**Submit Intent** **Cancel**



**Tender Details**

**Tender Reference Number**

**Name Of Tender**

**Description**

**Tender Type** RFQ

**Contact Person** Charl du Preez Transnet Engineering SLR

**Contact Person Email Address** Charl.duPreez@transnet.net

**Date Published** 4/7/2022 3:51:47 PM

**Closing Date** 4/13/2022 10:00:00 AM

**Briefing Date And Time**

**Briefing Details**

**Location Of Service**

**Name Of Institution**

**Tender Category**

**Tender Status**

**Intent to Bid**

Your request to log an intent to bid has been successfully submitted.

Close

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

**Briefing Session**


**Closing Date** 4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pd

**Log An Intent To Bid**

☒ Log An Intent To Bid



delivering freight reliably

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

**MY SUBMISSION INTENTS**

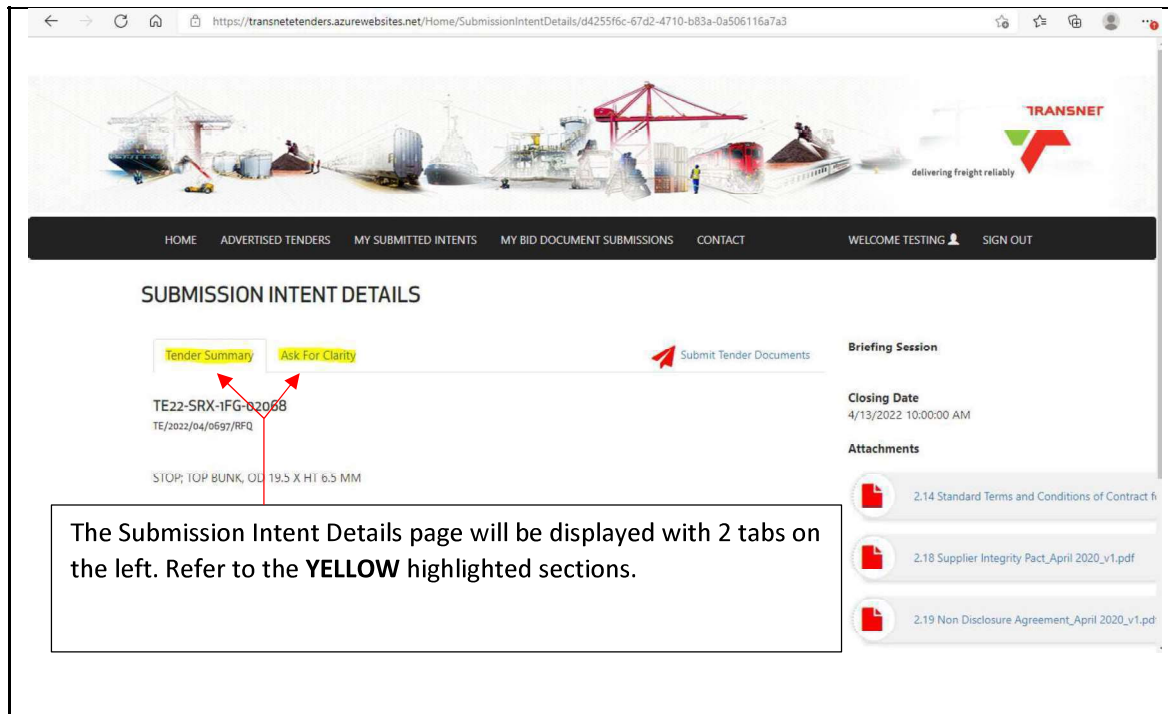
Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	<input type="button" value="View Details"/>

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

### SUBMISSION INTENT DETAILS

**Tender Summary** **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068  
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

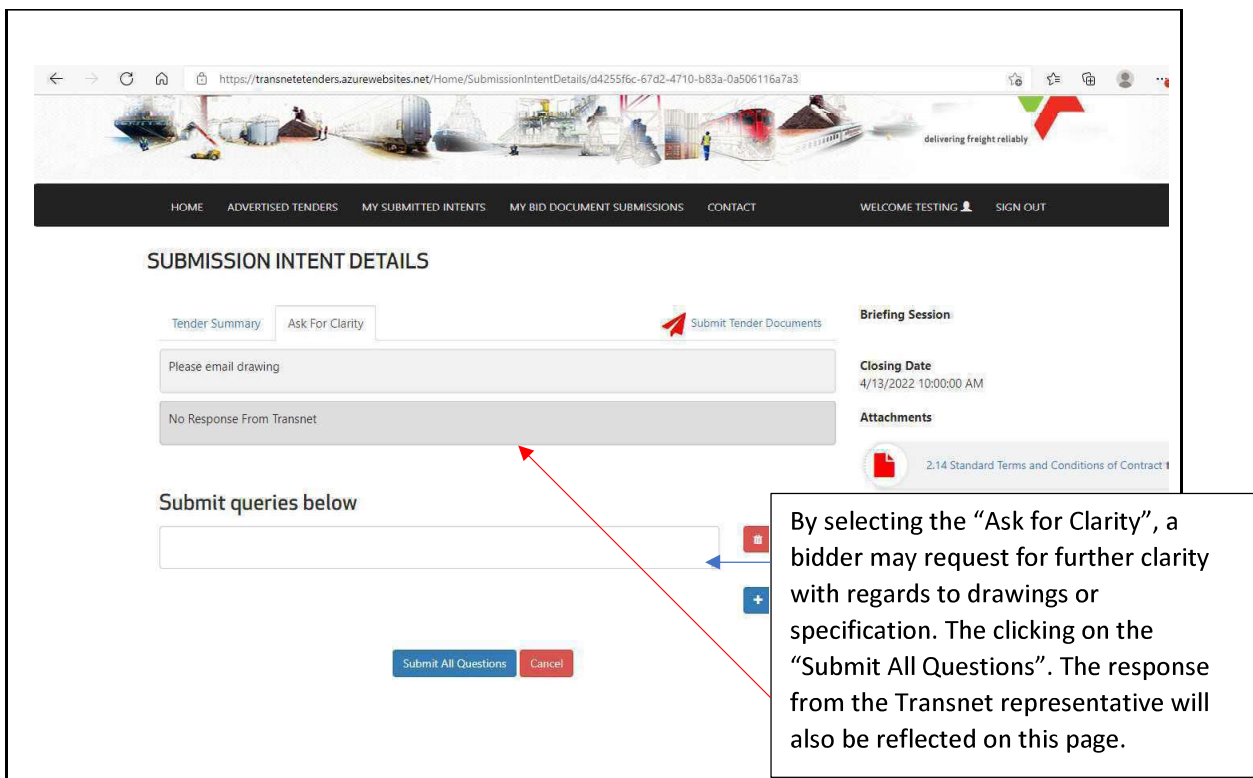
**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

### SUBMISSION INTENT DETAILS

**Tender Summary** **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

**Submit queries below**

[Submit All Questions](#) [Cancel](#)

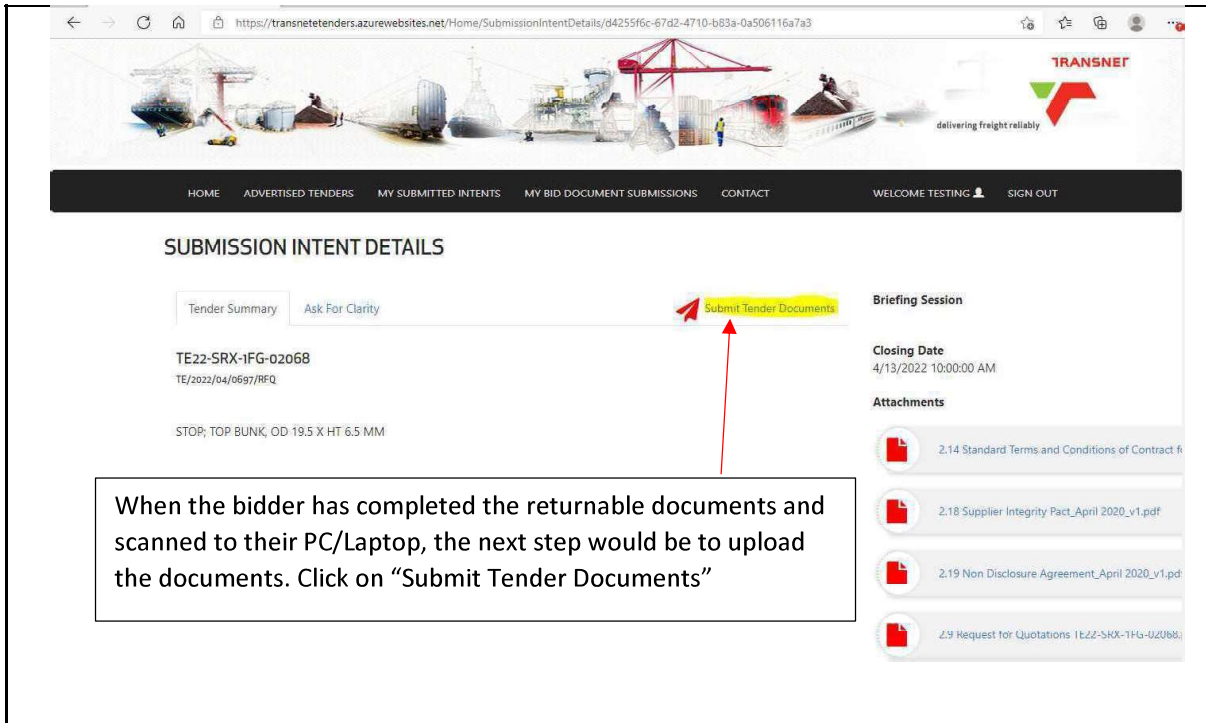
**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



**SUBMISSION INTENT DETAILS**

Tender Summary   Ask For Clarity   **Submit Tender Documents**

TE22-SRX-1FG-02068  
TE/2022/04/0697/RFQ

STOP; TOP BUNK; OD 19.5 X HT 6.5 MM

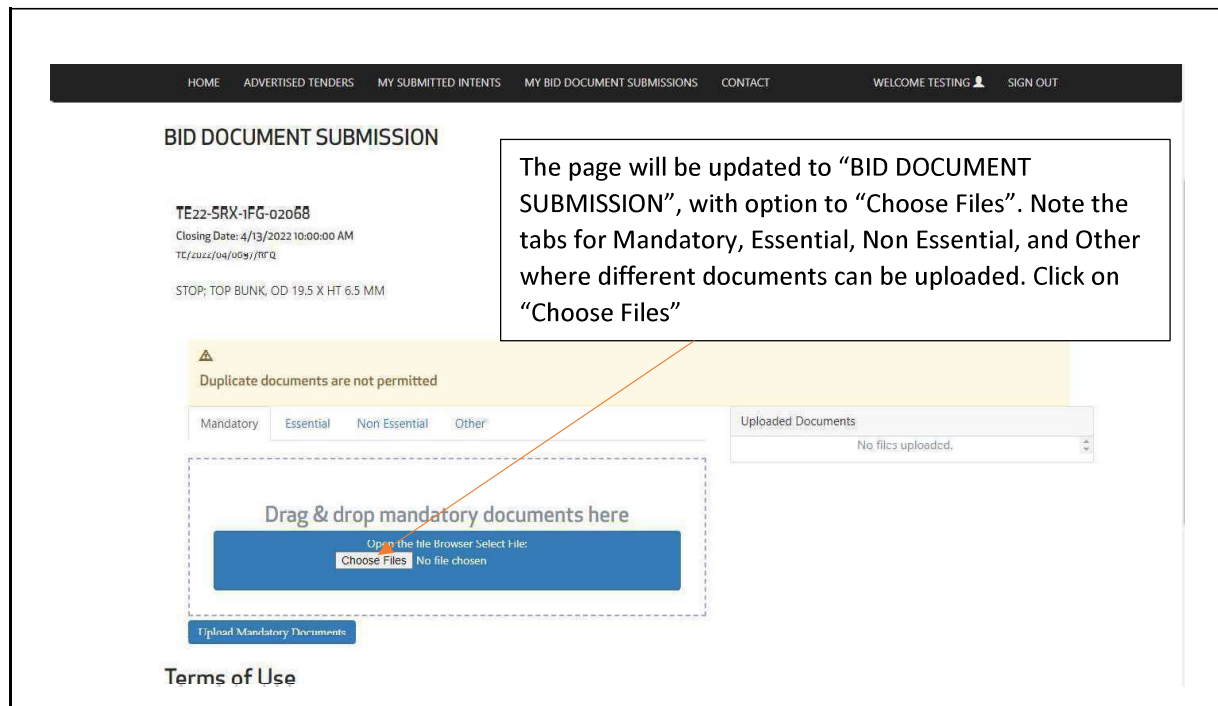
**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068

When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”



**BID DOCUMENT SUBMISSION**

TE22-SRX-1FG-02068  
Closing Date: 4/13/2022 10:00:00 AM  
TE/2022/04/0697/RFQ

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**Uploaded Documents**  
No files uploaded.

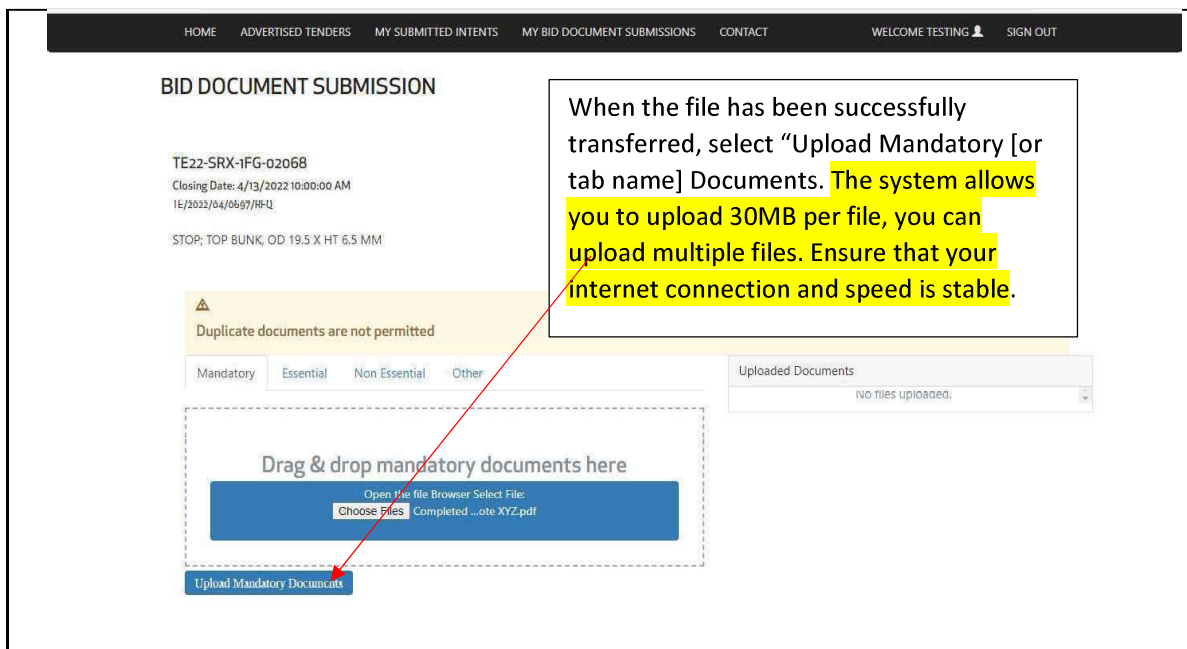
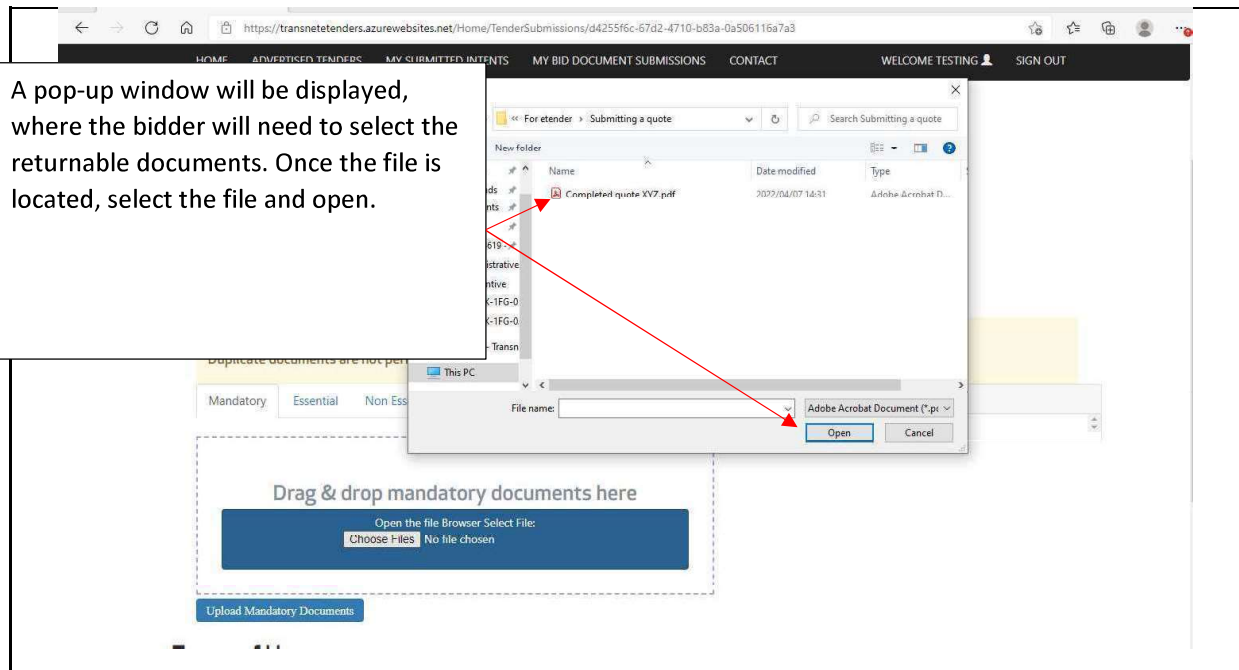
**Drag & drop mandatory documents here**

Open the file Browser Select File:  
**Choose Files** No file chosen

**Upload Mandatory Documents**

**Terms of Use**

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”



The “Uploaded Documents” section will be updated to confirm that the document was uploaded, then click on “Submit Bid”

TE/2022/04/0697/RFQ

STOP; TOP BUNK; OD 19.5 X HT 6.5 MM



Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag &amp; drop mandatory documents here

Open the file Browser Select File:  
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf Document Type: Mandatory Documents


Delete

### Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

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Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	<a href="#">View Details</a>

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to “MY BID DOCUMENT SUBMISSION”, where the “View Details” can be selected to confirm that all required information is submitted correctly.

**CIDB STANDARD FOR UNIFORMITY**

**ANNEXURE C**

**STANDARD CONDITIONS OF TENDER**

## Annex C

### Standard Conditions of Tender

#### C.1 General

##### C.1.1 Actions

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

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

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

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

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

##### C.1.2 Tender Documents

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

##### C.1.3 Interpretation

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

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

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

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

### **C.2.1 Eligibility**

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

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

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

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

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

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

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

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

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

**C.2.5 Reference documents**

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

**C.2.6 Acknowledge addenda**

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

**C.2.7 Clarification meeting**

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

**C.2.8 Seek clarification**

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

**C.2.9 Insurance**

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

**C.2.10 Pricing the tender offer**

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

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

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

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

**C.2.11 Alterations to documents**

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

**C.2.12 Alternative tender offers**

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

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

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

**C.2.13 Submitting a tender offer**

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

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

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

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

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

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

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

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

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

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

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

**C.2.15 Closing time**

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

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

**C.2.16 Tender offer validity**

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

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

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

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

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

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

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

**C.2.18 Provide other material**

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

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

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

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

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

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

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



**C.2.21 Check final draft**

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

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

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

**C.2.23 Certificates**

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

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

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

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

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

**C.3.2 Issue Addenda**

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

**C.3.3 Return late tender offers**

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

**C.3.4 Opening of tender submissions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**C.3.10 Clarification of a tender offer**

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

**C.3.11 Evaluation of tender offers**

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

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

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

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

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

### **C.3.11.1 General**

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

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

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

### **C.3.13 Acceptance of tender offer**

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

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

### **C.3.14 Prepare contract documents**

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

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



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

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

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

#### **C.3.16 Registration of the award**

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

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

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

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

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

# **STANDARD OPERATING PROCEDURE**



## **CONSTRUCTION ENVIRONMENTAL MANAGEMENT**

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[illegible]

## DOCUMENTATION SIGN-OFF SHEET

I, the undersigned hereby approve this procedure.

ROLE	CAPACITY/ FUNCTION	SIGNATURE	DATE
<b>Process Owner:</b>	<b>Senior Specialist: Environmental Compliance and Permitting</b>		01/10/2023
Accepts document for adequacy and practicability. Comments:			
<b>Sponsor:</b>	<b>General Manager: Corporate Sustainability</b>		01/10/2023
Approves document for use. Comments:			

## Table of Contents

1. PURPOSE .....	6
2. APPLICABILITY .....	6
3. REFERENCE DOCUMENTS .....	7
4. DEFINITIONS AND ABBREVIATIONS .....	9
4.1 DEFINITIONS.....	9
4.2 ABBREVIATIONS .....	12
5. ACCOUNTABILITY, RESPONSIBILITY AND AUTHORITY .....	14
5.1 Transnet Procurement Department .....	14
5. Transnet Project Manager (PM).....	14
5.3 Transnet Project Environmental Resource .....	14
5.4 Transnet Construction Manager (CM).....	16
5.6 Environmental Control Officer .....	17
5.7 Contractor's Environmental Officer .....	17
5.8 The Contractor .....	20
5.9 Reporting Lines .....	20
6. STANDARD OPERATING PROCEDURE .....	21
6.1 Tender Stage (prior to Contract Award) .....	21
6.2 Construction Stage (prior to Site Access).....	22
6.3 Construction Stage (post Site Access).....	23
6.4 Post Construction.....	26
7. RECORDS .....	26
8. ANNEXURES.....	29
8.1 List of Construction Environmental Management Templates, Forms .....	29
and Guidelines .....	29
8.2 009-TCC-CLO-SUS-TMP-11386.22 - Construction Environmental Management File Index..	29
Annexure 8.1 List of Construction Environmental Management Templates, Forms and	
Guidelines .....	30
Annexure 8.2 Construction Environmental Management File Index .....	32

Annexure 8.3 Construction Environmental Management Process Flow .....	35
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## **1. PURPOSE**

- 1.1** The purpose of this Standard Operating Procedure (SOP) is to define how environmental management will be practiced on any construction project under the management of Transnet to ensure that the environment is considered, negative impacts avoided or minimized, and positive impacts are optimized and/or enhanced throughout the lifecycle of the asset.
- 1.2** It further defines environmental management responsibilities for key stakeholders involved in the construction management process.
- 1.3** It must be read in conjunction with the Contractor Environmental and Sustainability Specification Guidelines (CESSG) and the Project Environmental Specification (PES) relevant to the project.
- 1.4** In this document, unless the context clearly indicates otherwise:
- Words importing any one gender shall include the other gender.
  - The singular shall include the plural and vice versa; and
  - Any reference in this document to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of promulgation thereof and as amended and/or re-enacted from time to time.

## **2. APPLICABILITY**

- 2.1** The SOP applies to any construction project under the management of Transnet SOC Ltd or its Construction Agent.

### 3. REFERENCE DOCUMENTS

Name	Applicable Section
<b>Constitution of South Africa, Act 108 of 1996</b>	Section 24 (a) right to an environment that is not harmful to health or wellbeing Section 24(b) (i) right to have environment protected for current and future generations through legislation and measures that prevents pollution and ecological degradation.
<b>Capital Governance and Assurance Policy</b>	Entire document
<b>Capital Governance and Assurance Framework</b>	Entire document
<b>Capital governance and Assurance Manual</b>	Entire document.
<b>PLP Manual – Execution</b>	Entire document
<b>National Environmental Management Act, 107 of 1998</b>	Section 2 National Environmental Management Principles (4) (viii), (e), (h), (j) and (p).
<b>National Water Act, 36 of 1998</b>	Section 164, Permissible Water Use Section 19
<b>National Environmental Management: Waste Act, 58 of 2008</b>	Part 1 15 (1) (i) and (2) Part 6 26 (10) (a) and (b) Scheduled 3, Defined Wastes Category B: Hazardous Wastes Part 8: Contaminated Land
<b>Environment Conservation Act, 73 of 1989</b>	Section 20
<b>Occupational Health and Safety Act, 85 of 1993</b>	Asbestos Regulations, 2001 Government Notice R155 in Government Gazette 23108 of February 2002



Name	Applicable Section
	General Safety Regulations-Reg. 2 (2) PPE
<b>GNR 326, 7 April 2017 as amended, EIA Regulations</b>	Chapter 15
<b>Integrated Management System – Policy Statement Procedure (TRN-IMS-GRP-PROC-002)</b>	Whole document
<b>Integrated Management System – Competency, Awareness and Training Procedure</b>	Whole document
<b>Integrated Management System<sup>1</sup> – Document, Data and Record Management Procedure (TRN-IMS-GRP-PROC-010)</b>	Whole document
<b>Integrated Management System – Occurrence and Non-Conformance Management Procedure (TRN-IMS-GRP-PROC-013)</b>	Whole document
<b>Transnet Environmental Risk Management Strategy and Framework</b>	2015:42
<b>Environmental Management Systems ISO 14001: 2015</b>	Clause 5, 6, 7, 8, 9 and 10

<sup>1</sup> Management of certain documents, data and records will be in accordance with NEC3 – Engineering and Construction Contract prescripts

## 4. DEFINITIONS AND ABBREVIATIONS

### 4.1 DEFINITIONS

<b>Compliance</b>	The action or fact of complying with legislation or regulations.
<b>Conformance</b>	The action or fact of conforming to this standard and other internal Transnet policies, procedures, guidelines and best practice.
<b>Contractor</b>	The <b>Principal Contractor</b> as engaged by Transnet for infrastructure construction operations, including all sub-contractors appointed by the main contractor of his own volition for the execution of parts of the construction operations; and any other contractor from time to time engaged by Transnet directly in connection with any part of the construction operations which is not a nominated sub-contractor to the Principal Contractor.
<b>Contractor Environmental and Sustainability Specification Guidelines (CESSG)</b>	A set of minimum environmental standards for all Transnet SOC Ltd-managed construction sites.
<b>Corrective Action</b>	It is generally a reactive process used to address problems after they have occurred. Corrective action may be triggered by a variety of events, e.g. Non-conformance to documented procedures and work instructions, non-conformances raised through internal audits, unacceptable monitoring and measurement results, internal & external SHEQ complaints, etc.
<b>Emergency</b>	Sudden unforeseen event needing immediate or prompt action.

<b>Environment</b>	Surroundings in which the Contractor operates, including air, water, land, natural resources, flora, fauna, humans and their interrelations.
<b>Environmental Aspect</b>	Element of an organization's activities or products or services that interacts or can interact with the environment
<b>Environmental Authorisation (EA)</b>	Environmental Authorisation is the authorisation granted by a competent authority of a listed activity or specified activity in terms of National Environmental Management Act 107 of 1998 (as amended).
<b>Environmental Impact</b>	Change to the environment whether adverse or beneficial, wholly or partially resulting from an organization's environmental aspects
<b>Environmental Management Plan (EMP)</b>	A plan generated by the Contractor describing the relevant roles and responsibilities and how potential environmental risks will be assessed and managed including the monitoring and recording thereof.
<b>Environmental Management Programme (EMPr)</b>	A programme that has been approved by the Competent Authority in terms of NEMA, 107 of 1998 stipulating information on any proposed management, mitigation, protection or remedial measures that will be undertaken to address the environmental impacts that have been identified
<b>Environmental Risk</b>	The product of the likelihood and severity of an unforeseen occurrence/incident/aspect and the impact it would have, if realised, on the environment

<b>Incident/Occurrence</b>	An undesired event occurring at work that results in physical harm to a person or death, or damage to the environment, plant and/or equipment, and/or loss of production.
<b>Non-conformance</b>	An action or situation that does not conform to Transnet's SHEQ standards, procedures or legislative requirement(s) and that can be, or lead to, an unacceptable SHEQ incident.
<b>Non-compliance</b>	Contravention to environmental legislative requirements.
<b>Project Environmental Specification (PES)</b>	Describes standards specific to a particular project. Variations and additions to the CESSG are set out in this PES. These would include the EA issued to the project or elements generally drawn from the EA or permits for that project or from specific requirements set by the Transnet Operating Divisions. The PES may also require a more stringent standard to that described in the CESSG if required by the EA or a particular industry code to which Transnet subscribes including any environmental constraints at a construction site.
<b>Sub -Contractor</b>	<p>A person or organisation who has a contract with the contractor to</p> <ul style="list-style-type: none"> <li>- Construct or install part of the contractors work.</li> <li>- Provide a service necessary to provide the works; or</li> <li>- Supply plant and materials which the person or organisation has wholly or partly designed specifically for the works.</li> </ul>

## 4.2 ABBREVIATIONS

Acronym	Meaning in Full
<b>CESSG</b>	Contractor Environmental and Sustainability Specification Guidelines
<b>CM</b>	Construction Manager
<b>CV</b>	Curriculum Vitae
<b>CEM</b>	Construction Environmental Management
<b>DFFE</b>	Department of Forestry, Fisheries and the Environment
<b>DWS</b>	Department of Water and Sanitation
<b>EA</b>	Environmental Authorisation
<b>ECO</b>	Environmental Control Officer
<b>EO</b>	Environmental Officer
<b>EMI</b>	Environmental Management Inspectorate
<b>NCR</b>	Non-conformance Report
<b>NEMA</b>	National Environmental Management Act 107 of 1998 (as amended)
<b>PER</b>	Project Environmental Resource
<b>PES</b>	Project Environmental Specification
<b>PLP</b>	Project Life-cycle Process
<b>PM</b>	Project Manager

Acronym	Meaning in Full
<b>SAHRA</b>	South African Heritage Resources Agency
<b>SOP</b>	Standard Operating Procedure
<b>SHEQ</b>	Safety, Health, Environment and Quality
<b>Transnet</b>	Transnet SOC Ltd

## **5. ACCOUNTABILITY, RESPONSIBILITY AND AUTHORITY**

### **5.1 Transnet Procurement Department**

5.1.1 Ensures that this SOP (and relevant associated environmental specifications) is included in any construction-related request whether open market, quotation or confinement process.

5.1.2 The Procurement Department shall further ensure that the relevant environmental personnel are consulted during tender review, tender evaluation and contract award.

### **5. Transnet Project Manager (PM)**

5.2.1 Takes overall accountability for the project including ensuring that this SOP is implemented by all relevant stakeholders.

5.2.2 The specific tasks during construction will include:

- Appointment of the Transnet Environmental Resource/s;
- Certifying site access to the Contractor;
- Giving instructions to the Contractor on recommendation from the Transnet Environmental Resource/s (e.g. defects, non-conformances etc.); and
- Certifying site closure to the Contractor.

### **5.3 Transnet Project Environmental Resource**

5.3.1 The Transnet Project Environmental Resource (PER) will be responsible for ensuring that this SOP and associated specifications or requirements are complied with. The Transnet PER will report functionally to the relevant PM.

5.3.2 The specific tasks will include:

- Preparation of the PES;
- Tender evaluation, development of environmental criteria and adjudication thereof;
- Liaison with the relevant environmental Competent Authorities;

- Review and approve site layout plan including any subsequent revisions thereof;
- Environmental Induction of Contractor's staff;
- Generate an inspection checklist prior to construction commencement;
- Review and Sign off Method Statements prepared by Contractor;
- Prepare environmental monitoring protocols/checklists to be used during construction;
- Prepare monthly conformance audit reports, including sign-off on Monthly Inspection Reports;
- Conduct monthly observation & inspections of all work places based on the approved inspection checklist;
- Audit conformance to Method Statements;
- Monitor the Contractor's compliance with this SOP and any other environmental requirements relevant to the site;
- Develop an Audit Finding and Close out Register that documents all audit findings, close out actions and the time frame allowed for in order to close the finding/s;
- Ensure that all environmental monitoring programmes (sampling, measuring, recording etc. when specified) are carried out according to protocols and schedules;
- Measurement of completed work (e.g. areas top soiled, re-vegetated, stabilised etc.);
- Attendance at scheduled SHE meetings, as and when required, and project coordination meetings;
- Ensure that site documentation (permits, licenses, EA, EMP, SOP-CEM, method statements, audit reports, waste disposal slips etc.) related to environmental management is maintained on the relevant Document Control System;
- Inspect and report on environmental incidents and check corrective action;
- Keep a photographic record of all environmental incidents;



- Environmental incident management as required by Transnet policies and procedures;
- Implementation of environmental-related actions arising out of the minutes from scheduled meetings;
- Management of complaints register;
- Conduct any environmental incident investigations;
- Coordinate and/or facilitate any environmental monitoring programmes e.g. EMI Inspections, ECO Audits, Transnet Environmental Assurance Audits etc.
- Collate information received, including monitoring results into a monthly report that is supported with photographic records to the Transnet CM and Transnet PM showing progress against targets; and
- Report environmental performance of the project on a monthly basis through relevant governance channels.

5.3.3 The tasks stipulated above may be conducted by one or more Project Environmental Resource, depending on the scale, complexity and sensitivity of the environment. Discretion to be taken by the Environment Lead within the area of control of the project site.

## **5.4 Transnet Construction Manager (CM)**

5.4.1 The Transnet Construction Manager (CM) has overall responsibility for environmental management on site and reports to the Transnet PM. The Transnet CM is supported by the Transnet PER.

5.4.2 The specific tasks during the construction stage will include:

- Reviewing the monthly reports compiled by the Transnet PER;
- Approving method statements prepared by the Contractor;
- Communicating directly with the Contractor on environmental issues observed on-site; and
- Escalating any relevant environmental matters to the Transnet PM.

## **5.6 Environmental Control Officer**

5.6.1 The Environmental Control Officer is an independent person legally appointed to monitor compliance of construction related activities with the conditions of the Environmental Authorisation. The ECO fulfils an autonomous role and submits reports to the Competent Authority at timeframes specified in the Environmental Authorisation.

5.6.2 The Environmental Control Officer will conduct the following tasks:

- Monitors compliance to the conditions of the EA, Environmental Management Programme (EMPr) and can include permits and licences applicable to a project;
- Attends project meetings as and when required;
- Conducts audits at a frequency stipulated on the EA/EMPr; and
- Compiles audit reports and submits them to relevant authorities.

## **5.7 Contractor's Environmental Officer**

5.7.1 The Contractor's Environmental Officer (EO) must ensure implementation of the requirements of this SOP on site.

5.7.2 The Contractor's EO will liaise with the Transnet PER on site. It will be the responsibility of the Contractor's EO to ensure that all work is conducted according to the approved Method Statements and that the Contractor team's roles and responsibilities as set out in this document are fulfilled.

5.7.3 The Contractor EO's tasks will include:

- Developing an appropriate environmental file for approval by the Transnet PER prior to site access, including but not necessarily limited to (the environmental file must always be available and up to date on the construction site):
  - All environmental documents provided by Transnet in the tender e.g. policies, SOPs, standards, environmental approvals;

- Contractors commitments to comply with this SOP and associated documents as signed during tender;
- The Contractor's EMP;
- His/her CV;
- An organogram indicating reporting lines of all Contractor's staff (with names included);
- Contact Information for: the overall responsible person acting on behalf of the Contractor to execute the construction works; Contractor's CM; Contractor's EO; all relevant emergency personnel;
- A list of the Contractor's plant and equipment indicating a description of the plant/equipment, its fuel capacity, any hazardous components (oils, greases etc.), individual service/maintenance cycles and noise levels;
- A list of hazardous substances to be used during construction indicating: official substance name from Material Safety Data Sheet (MSDS); quantity on site; storage method; transport method to site; period to be used on site (all substances listed must have an MSDS on site in the environmental file);
- Site Layout Plan indicating but not necessarily limited to, access roads, site offices, material laydown areas, stockpile areas and parking areas, waste and effluent storage and handling facilities, entire construction footprint, no-go-areas, sewage and sanitary facilities. The plan must be appropriately drawn on a computer and must be clearly visible and properly scaled;
- A site establishment method statement (for more details on what method statements should entail the Contractor must refer to the Minimum Requirements for Construction Environmental Management)
- Conducting an activity-based environmental risk assessment based on the Contractor's scope of work;
- Agreeing on an appropriate inspection schedule with the Transnet PER (either daily or weekly);

- Ensuring that all required Contractor staff attends the environmental induction to be given by the Transnet PER (any Contractor's staff, sub-contractors or visitors to site must subsequently be inducted by the Contractor's EO);
- Inspection of the work area(s) as per schedule or authorised through written instruction by Transnet PER;
- Preparing activity-based Method Statements that indicate how environmental risks will be managed on site OR ensuring that the necessary environmental information is included in the Contractor's method statements (all method statements must be maintained in the Contractor's Environmental File);
- Identify local, provincial and national environmental legislation that applies to the Contractor's activities;
- Conduct ongoing Environmental Awareness Training of the Contractor's site personnel;
- Reporting, investigating and recording of any environmental incidents caused by the Contractor or due to the Contractor's activities, including their sub-contractors and visitors;
- Close out of environmental incidents;
- Attendance at all SHE meetings and induction programmes, and toolbox talks where required
- Monitor Waste Management;
- Monitor Water Management;
- Monitor Energy Management;
- Ensure that environmental signage and barriers are correctly placed;
- Taking required corrective action within specified time frame and close out of non-conformances; and
- Maintain site documentation related to environmental management on site.

5.7.4 The Contractor's EO will be expected to submit reports to the Transnet PER on a daily/weekly basis.

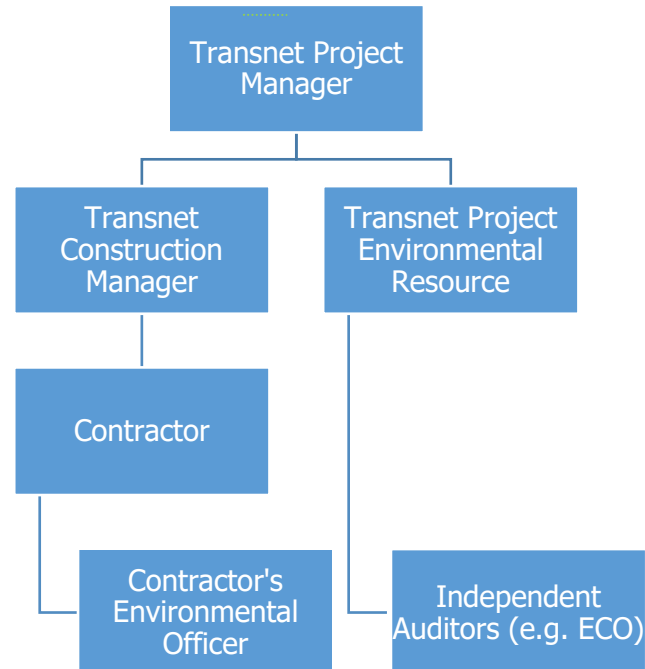
## **5.8 The Contractor**

- 5.8.1 The Contractor shall comply with the requirements of this SOP and abide by the Transnet PM's instructions regarding the implementation of this SOP.
- 5.8.2 The Contractor must confirm that he will conform to the requirements of this SOP and any other documents provided to him by Transnet during tender.
- 5.8.3 The Contractor must recommend a suitably qualified, competent person to fulfill the role of the Contractor's EO at tender and if accepted by Transnet this person must be appointed when the Contract is awarded for the duration of construction. Should this person be replaced for whatever reason, the Contractor shall ensure that a person of similar qualification and competency is appointed in his/her place before the previous incumbent vacates his/her position.
- 5.8.4 The Contractor must obtain any relevant environmental approvals required by his activities that have not been obtained by Transnet e.g. permits for the destruction of protected plant species; grave relocation permits etc.
- 5.8.5 The Contractor shall have overall accountability for environmental compliance on site and will be held liable for any non-compliance with environmental statutes or non-conformances with this SOP due to his negligence.

## **5.9 Reporting Lines**

- 5.9.1 The organisational structure identifies and defines the responsibilities and authority of the various entities involved in the project. All instructions and official communications regarding environmental matters will follow the organisational structure shown in Figure 1.
- 5.9.2 All instructions that relate to the SOP will still be given to the Contractor via the Transnet PM. In an emergency situation, however, the Transnet PER may give an instruction directly to the Contractor. Environmental Management of the site will be an item on the agenda of the monthly site meetings, and the Transnet PER will attend these meetings on request by the contractor. If at any time the Transnet

PM is uncertain in any way with respect to an environmentally related issue or specification in the SOP, he will consult with the Transnet PER .



**Figure 1: Typical Transnet Organogram for Construction Environmental Management<sup>2</sup>**

## 6. STANDARD OPERATING PROCEDURE

### 6.1 Tender Stage (prior to Contract Award)

- The Transnet PM appoints or assign a Project Environmental Resource/s<sup>3</sup>.
- The Transnet PER requests the draft tender from the Transnet Procurement Department
- Transnet Procurement routes the draft tender to the Transnet PER

<sup>2</sup> Structure dependent on OD own structure and organizational operating model

<sup>3</sup> Project complexity will determine the final environmental management structure on the project.

- The Transnet PER ensures the tender includes all relevant environmental documents and signs the routing slip.
- The Transnet Procurement Department issues the tender to prospective Contractor(s).
- The Contractor submits his bid which MUST include: a commitment to conform to this SOP signed by the duly delegated person; recommendation of a suitably qualified, competent person to fulfill the role of the Contractor's EO; Environmental Policy; and EMP
- After submission the Transnet Procurement Department will invite the Transnet PER to evaluate tender submissions (environmental section);
- The Transnet PER evaluates the prospective Contractor's environmental submission.
- The Contract is awarded to the successful bidder.

## **6.2 Construction Stage (prior to Site Access)**

- The Contractor appoints the Contractor's Environmental Officer (EO) accepted by Transnet SOC Ltd.
- The Contractor provides his EO with all documents submitted during tender, including but not necessarily limited to:
  - All environmental documents provided by Transnet in the tender e.g. policies, SOPs, standards, environmental approvals etc;
  - commitment to conform to this SOP; and
  - The EMP.
- The Contractor's EO conducts an activity-based environmental risk assessment;
- The Contractor's EO develops an appropriate environmental file for approval by the Transnet PER, including but not necessarily limited to all the documents specified in Section 5.7 above (the environmental file must always be available and up to date on the construction site);
- The Contractor's EO submits the environmental file for acceptance to the Transnet PER;

- Once accepted, the Transnet PER recommends that site access be granted to the Transnet PM; and
- The Transnet PM issues the Contractor with a Site Access Certificate

### **6.3 Construction Stage (post Site Access)**

- The Transnet PER inducts all Contractor's staff on the environmental requirements of the site;
- The Transnet PER has an inception meeting with the Contractor's EO on site where the following is agreed:
  - The contents of the contractor's environmental file (in addition to what was approved prior to granting site access). This will include but not necessarily be limited to: a list of interested and affected parties that may be impacted by construction e.g. surrounding landowners, nearby communities etc.; energy consumption information; water use information; environmental induction and awareness information; activity-based environmental method statements; complaints records; record of external communications; environmental incident reports; minutes of contractors environmental meetings.
  - The composition of the Project Environmental Specification (PES) and how it will be implemented. This will include but may not necessarily be limited to: Environmental Approvals (e.g. Environmental Authorisations, Water Use Licenses, Waste Management Licences, Atmospheric Emissions Licences etc.); Environmental Management Programmes/Plans approved by external parties/authorities; and any third party auditors/monitoring specialists (e.g. Environmental Control Officers; Independent Auditors; Transnet Environmental Assurance Specialists; Water Quality Monitoring experts etc.) that have a bearing on the contractor's scope of work.
  - The frequency of inspections to be conducted by the Contractor's EO (e.g. daily, weekly etc.)
  - The frequency of inspections to be conducted by the Transnet PER (e.g. daily, weekly and/or monthly). Notwithstanding that the frequency of



Transnet PER inspections will be agreed, the Contractor may never refuse the Transnet PER

- The format used and elements to be checked during Contractor's inspections
  - Reporting frequency and requirements
  - The process to be followed in handling Environmental Occurrences and – Non-conformances
- **Note:** All the aforementioned agreements will be formalized in the form of minutes which the Transnet - and Contractor's EO must sign and must subsequently be approved by the Transnet Project Environmental Resource.
  - The Transnet PER reviews the Contractor's activity-based environmental risk assessment and instructs the Contractor's EO to submit activity-based method statements for construction activities that may pose an environmental risk (for more details on what method statements should entail the Contractor must refer to the Minimum Environmental Requirements for Construction). Only once a method statement has been approved by the Transnet PER and Transnet CM and ECO (where relevant) may the Contractor execute the relevant activity.
  - The Contractor's EO submits the method statements to the Transnet PER for approval (these must also be approved by the Transnet CM);
  - The Transnet PER compiles a site audit checklist (covering all environmental compliance and conformance requirements) for approval by the Transnet Project Environmental Manager
  - Whilst the Contractor executes the work in terms of the requirements of the Contract, the Contractor's EO and Transnet PER execute their monitoring functions as per this SOP and other monitoring stakeholders/auditors as per the PES.
  - The Transnet PER shall submit monthly reports to the Transnet CM and PM indicating the following:
    - Date of the inspection(s);
    - Details and expertise of the Transnet PER;

- Scope and purpose for which the report was prepared;
- Description of the methodology used during the inspection and report compilation;
- Compliance and/or conformance status of all relevant/individual elements as per the inspection checklist culminating in an overall compliance/conformance percentage for the project;
- Assumptions;
- Description of consultation processes undertaken during the inspection(s) with a summary and associated records of such consultations;
- Environmental incidents and non-conformances;
- Photos of pertinent construction and environmental matters that occurred on site;
- Water abstracted/withdrawn during the month (in kiloliters) as well as an indication of the source;
- Water recycled and/or reused during the month (in kiloliters);
- Waste water discharged (in kiloliters);
- Waste (both general and hazardous) disposed (in tonnages) with an indication of waste type;
- Waste recycled (in tonnages);
- Alien invasive species eradicated (in hectares);
- Number of listed species safely relocated;
- Environmental Fines, Non-Compliances or Directives issues by authorities;
- Any NEMA Section 30 or NWA Section 19 incidents;
- Environmental Grievances;
- Rehabilitated Land (in hectares);
- Number of graves and/or heritage artifacts moved;
- Energy consumption for the project [Electricity(kWh); Gas (GJ); Oil(l); Diesel(l); Petrol(l); LPG(GJ)];
- Status of previous findings and/or observations; and
- Recommendations for improvement.

## 6.4 Post Construction

- The Contractor's EO submits a rehabilitation and site closure method statement for approval by the Transnet PER and Transnet CM.
- Once approved, the Contractor implements the rehabilitation method statement accordingly.
- The Contractor's EO submits a site close-out report for acceptance by the Transnet PER and CM.
- Post rehabilitation, the Transnet PER conducts a site closure inspection to ensure all requirements of the rehabilitation method statement have been met.
- Once rehabilitation has been accepted by the Transnet PER, the Contractor's EO sends the Transnet PER a copy of the entire environmental file (original to be handed over to Transnet as per document handover requirements of the Contract).
- On receipt of the environmental file, the Transnet PER recommends that a site closure certificate can be issued to the Transnet PM.
- The Transnet PM issues the Contractor with a Site Closure Certificate.

## 7. RECORDS

7.1 The responsibility for maintaining all records required by this SOP shall rest with the Contractor's EO; Transnet PER as specified below:

Record	Maintained By
1. Transnet PER Appointment Letter	Transnet PER
2. Signed Tender Routing Slip	Transnet PER
3. Contractor's Confirmation to conform to this CEM SOP	Transnet PER; Contractor's EO
4. Recommendation of Contractor's EO	Transnet PER

Record	Maintained By
5. Contractor's Environmental Policy	Transnet PER; Contractor's EO
6. Contractor's Environmental Management Plan	Transnet PER; Contractor's EO
7. Tender Evaluation Records from Transnet PER	Transnet PER
8. Contract	Transnet PER
9. Contractor EO's Appointment Letter and CV	Transnet PER
10. Activity-Based Environmental Risk Assessment	Transnet PER; Contractor's EO
11. Contractor's Organogram	Transnet PER; Contractor's EO
12. Contractor's Contact Information	Transnet PER; Contractor's EO
13. List of Contractor's Plant and Equipment	Contractor's EO
14. List of Hazardous Substances used by Contractor	Contractor's EO
15. Material Safety Data Sheets	Contractor's EO
16. Site Layout Plan	Transnet PER; Contractor's EO
17. Site Establishment Method Statement	Transnet PER; Contractor's EO
18. Minutes of Transnet PER – Contractor's EO Inception Meeting	Transnet PER; Contractor's EO
19. Environmental Induction Attendance Register (including material used during induction)	Transnet PER; Contractor's EO
20. Activity-based Method Statements	Transnet PER; Contractor's EO

Record	Maintained By
21. Contractor's Inspection Reports	Transnet PER; Contractor's EO
22. Transnet PER Inspection Reports	Transnet PER
23. List of Local, Provincial and National Environmental legislation applicable to the site	Contractor's EO
24. Environmental Awareness Attendance Registers (including material used)	Contractor's EO
25. Environmental Incident Reports	Transnet PER; Contractor's EO
26. Minutes of SHE Meetings	Transnet PER; Contractor's EO
27. Waste Records	Transnet PER; Contractor's EO
28. Water Records	Transnet PER; Contractor's EO
29. Energy Records	Transnet PER; Contractor's EO
30. Non-Conformance Records	Transnet PER; Contractor's EO
31. Approval of Contractor's Environmental File	Transnet PER
32. Site Access Certificate	Transnet PER
33. Approved Transnet PER Checklist	Transnet PER
34. Transnet Monthly PER Reports	Transnet PER
35. Rehabilitation Method Statement	Transnet PER; Contractor's EO
36. Contractor's Site Close-Out Report	Transnet PER; Contractor's EO
37. Transnet PER Site Closure Report	Transnet PER
38. Contractor's Environmental File Handover Transmittal	Transnet PER; Contractor's EO
39. Site Closure Certificate	Transnet PER

## **8. ANNEXURES**

### **8.1 List of Construction Environmental Management Templates, Forms and Guidelines**

### **8.2 009-TCC-CLO-SUS-TMP-11386.22 - Construction Environmental Management File Index**

### **8.3 009-TCC-CLO-SUS-TMP-11386.23 - *Construction Environmental Management Process Flow***

## Annexure 8.1 List of Construction Environmental Management Templates, Forms and Guidelines

No	Item Description	Document No
1.	Construction Environmental Management File Index	009-TCC-CLO-SUS-TMP-11386.1
2.	Project Environmental Specification (PES)	009-TCC-CLO-SUS-TMP-11386.2
3.	Declaration of Understanding (Signed)	009-TCC-CLO-SUS-TMP-11386.3
4.	Contractor's Information	009-TCC-CLO-SUS-TMP-11386.4
5.	Appointment of Contractors EO and Declaration of Understanding (Including CV and Job Profile)	009-TCC-CLO-SUS-TMP-11386.5
6.	Schedule of Contractor's Construction Plant and Equipment	009-TCC-CLO-SUS-TMP-11386.6
7.	Hazardous Substances Register	009-TCC-CLO-SUS-TMP-11386.7
8.	Emergency Contacts Register	009-TCC-CLO-SUS-TMP-11386.8
9.	Energy Consumption Register	009-TCC-CLO-SUS-TMP-11386.9
10.	Water Usage Register	009-TCC-CLO-SUS-TMP-11386.10
11.	Project Start-Up Checklist	009-TCC-CLO-SUS-TMP-11386.11
12.	Site Access Certificate	009-TCC-CLO-SUS-TMP-11386.12
13.	Method Statement Register	009-TCC-CLO-SUS-TMP-11386.13
14.	Method Statements	009-TCC-CLO-SUS-TMP-11386.14
15.	Waste Disposal Register	009-TCC-CLO-SUS-TMP-11386.15
16.	Daily Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.16
17.	Weekly Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.17
18.	Monthly Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.18

No	Item Description	Document No
19.	Public Complaints Register	009-TCC-CLO-SUS-TMP-11386.19
20.	Application for Exemption	009-TCC-CLO-SUS-TMP-11386.20
21.	Site Closure Certificate	009-TCC-CLO-SUS-TMP-11386.21
22.	Contractor's Environmental Management File Handover	009-TCC-CLO-SUS-TMP-11386.22
23.	Basic Environmental Rules for Visitors	009-TCC-CLO-SUS-GDL-11386.23
24.	Basic Environmental Rules for Contractors	009-TCC-CLO-SUS-GDL-11386.24
25.	Basic Site Procedure	009-TCC-CLO-SUS-GDL-11386.25
26.	Contractor Environmental and Sustainability Specification Guidelines (CESSG)	TRN-IMS-GRP-GDL-014.04



## Annexure 8.2 Construction Environmental Management File Index

No	Item Description	Document No
<b>1</b>	Transnet Integrated management System (TIMS) Policy Statement	-
<b>2.1</b>	Standard Operating Procedure (SOP) - Construction Environmental Management (CEM)	009-TCC-CLO-SUS-11386
<b>2.2</b>	Environmental and Sustainability Specification Guidelines	TRN-IMS-GRP-GDL-014.04
<b>3</b>	Project Environmental Specification (PES)	009-TCC-CLO-SUS-TMP-11386.2
<b>4</b>	Declaration of Understanding (Signed)	009-TCC-CLO-SUS-TMP-11386.3
<b>5.1</b>	Contractor's Information	009-TCC-CLO-SUS-TMP-11386.4
<b>5.2</b>	Contractor's Environmental Policy	-
<b>5.3</b>	Contractor's Organogram	-
<b>5.4</b>	Contractor's Environmental Management Plan	-
<b>5.5</b>	Appointment of Contractors EO and Declaration of Understanding (Including CV and Job Profile)	009-TCC-CLO-SUS-TMP-11386.5
<b>6</b>	Schedule of Contractor's Construction Plant and Equipment	009-TCC-CLO-SUS-TMP-11386.6
<b>7</b>	Hazardous Substances Register	009-TCC-CLO-SUS-TMP-11386.7
<b>8</b>	Emergency Contacts Register	009-TCC-CLO-SUS-TMP-11386.8
<b>9</b>	Energy Consumption Register	009-TCC-CLO-SUS-TMP-11386.9
<b>10</b>	Water Usage Register	009-TCC-CLO-SUS-TMP-11386.10
<b>11</b>	Training Attendance Register	TIMS Procedure
<b>12</b>	Project Start-Up Checklist	009-TCC-CLO-SUS-TMP-11386.11
<b>13</b>	Site Access Certificate	009-TCC-CLO-SUS-TMP-11386.12
<b>14</b>	Method Statement Register	009-TCC-CLO-SUS-TMP-11386.13

No	Item Description	Document No
15	Method Statements	009-TCC-CLO-SUS-TMP-11386.14
16	Waste Disposal Register	009-TCC-CLO-SUS-TMP-11386.15
17.1	Daily Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.16
17.2	Weekly Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.17
17.3	Monthly Inspection Checklist	009-TCC-CLO-SUS-TMP-11386.18
17.4	Environmental Inspection Findings Close-out Register	TIMS Procedure
18	Public Complaints Register	009-TCC-CLO-SUS-TMP-11386.19
19	Occurrence Register	TIMS Procedure
20	Transnet Occurrence Notification Report	TIMS Procedure
21.1	Environmental Occurrence Technical Form	TIMS Procedure
21.2	On-site Investigation Form – Incident Commander Report	TIMS Procedure
21.3	Investigation Form Report for Level 3 & 4 Occurrences	TIMS Procedure
21.4	Incident Commander Appointment Letter	TIMS Procedure
22	Non-Conformance Register	TIMS Procedure
23	Non-Conformance Report Form	TIMS Procedure
24	Non-Compliance Stop Certificate	TIMS Procedure
25	Application for Exemption	009-TCC-CLO-SUS-TMP-11386.20
26.1	Site Closure Inspection Form	TIMS Procedure
26.2	Site Closure Certificate	009-TCC-CLO-SUS-TMP-11386.21
26	Contractor's Environmental Management File Handover	009-TCC-CLO-SUS-TMP-11386.22

No	Item Description	Document No
<b>27.1</b>	Basic Environmental Rules for Visitors	009-TCC-CLO-SUS-GDL-11386.23
<b>27.2</b>	Basic Environmental Rules for Contractors	009-TCC-CLO-SUS-GDL-11386.24
<b>27.3</b>	Basic Site Procedure	009-TCC-CLO-SUS-GDL-11386.25

## Annexure 8.3 Construction Environmental Management Process Flow

### Tender Stage

