

**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE OF PORT ENTRANCE  
AT THE SMALL CRAFT HARBOUR PORT OF SALDANHA FOR A PERIOD OF TWELVE (12)  
MONTHS.**

<b>RFP NUMBER</b>	<b>: TNPA/2022/08/0921/10362/RFP</b>
<b>ISSUE DATE</b>	<b>: 06 APRIL 2023</b>
<b>COMPULSORY BRIEFING</b>	<b>: 19 APRIL 2023</b>
<b>CLOSING DATE</b>	<b>: 05 MAY 2023</b>
<b>CLOSING TIME</b>	<b>: 14H00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

## 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>The appointment of a contractor for the upgrade of Port Entrance at the Small Craft Harbour Port of Saldanha for a period of twelve (12) months.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at the <b>Transnet National Ports Authority, Port of Saldanha, Bayvue Centre, Marine Drive, at the Salamander Boardroom on the 19 April 2023, at 10:00am [10 O'clock]</b> for a period of ± 2 (Two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
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<b>CLOSING DATE</b>	<b>14h00 on 05 May 2023</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>

## 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 **T2.2-18**], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

Description of the Works: The appointment of a contractor for the upgrade of Port Entrance at the Small Craft Harbour Port of Saldanha for a period of twelve (12) months.

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

**Transnet urges its clients, suppliers and the general public  
to report any fraud or corruption to  
TIP-OFFS ANONYMOUS: 0800 003 056 OR [Transnet@tip-offs.com](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 Part T2: Returnable documents  <b>Part C: The contract</b>  Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work Part C4: Site information
C.1.4	The Employer's agent is: Name:
	Procurement Lead Malebo Nooi

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

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

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

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

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

- Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5GB** or **higher** class of construction work, are eligible to have their tenders evaluated.
- Joint Venture (JV)  
Joint ventures are eligible to submit tenders subject to the following:
  - every member of the joint venture is registered with the CIDB;
  - the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
  - the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5GB** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
  - the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
  - and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

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

**Stage Three - Functionality:**

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



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

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

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

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

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

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

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

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

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

Time: **14h00 on 05 May 2023**

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

**NO LATE TENDERS WILL BE ACCEPTED**

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

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

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Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

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



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

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

### Functionality Criteria

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

Quality Criteria	Sub-Criteria	Sub-criteria number of points	Maximum Number of Points
<b>Evaluation Schedule: T2.2-03- Programme</b>	<b>The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide PDF of the programme in Microsoft Projects or Primavera.</b> <b>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 programme detailed to minimum of level 3 for design and construct, showing the following nine components</b>		
	<i>The tenderer shall demonstrate the following:</i> a. Ability to execute the works in terms of the Employer's requirements and within the required timeframe as stated in the Contract Data. The programme should clearly demonstrate the start date and end date. b. The logical sequence, the order of each activity, c. Calendar, d. Critical path,	<b>10</b>	<b>10</b>



	e. Procedures set out in this contract, f. Planned Completion date, g. Key Dates, h. Float, i. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.		
<b>Evaluation</b> <b>Schedule: T2.2-04 - Organogram</b>	<b>The tender must provide a organogram. Information should be provided in the form of an organisational chart or organogram. No other format will be accepted. Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member.</b>		
	The Organogram chart should indicate the following, as a minimum: <ul style="list-style-type: none"> <li>• Key personnel</li> <li>• onsite and off-site management</li> <li>• Reporting lines</li> <li>• Subcontracted works</li> <li>• Amount of labourers</li> </ul>	<b>5</b>	<b>5</b>
<b>Evaluation</b> <b>Schedule: T2.2-05 Management</b>	<b>The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service</b>		
	<i>Qualification and experience of key staff required but not limited to:</i>		<b>32</b>
	Project Manager	<b>4</b>	
	Site Agent/Construction Manager	<b>4</b>	



<b>&amp; CV's of key personnel</b>	Pr Eng/Tech Civil	<b>4</b>	
	Pr Eng/Tech Geotechnical	<b>3</b>	
	Pr/Tech Surveyor (ISO accredited for utility detection) SAGC Registered	<b>3</b>	
	Pr Eng/Tech Structural	<b>4</b>	
	Pr Eng/Tech Electrical	<b>4</b>	
	Environmental Officer	<b>3</b>	
	Health & Safety Officer	<b>3</b>	
<b>Evaluation Schedule: T2.2-06 Health and Safety Plan</b>	<b>The tender must submit the following documents for Health and Safety Plan</b>		
	1. Risk Management and Control	<b>4</b>	<b>10</b>
	2. Health and Safety Management Policy.	<b>1</b>	
	3. Health and Safety Management Plan	<b>5</b>	
	<b>Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following</b>		
<b>Evaluation Schedule: T2.2-07 Previous Experience</b>	Construction/Designs of similar works as detailed in the Works Information with reference to: <ul style="list-style-type: none"><li>• Installing of Entrance canopy or similar</li><li>• Road design &amp; construction and all related services (stormwater management, signage, etc.)</li><li>• Geotechnical engineering services</li><li>• Building works</li><li>• Electrical building services and lighting</li></ul>	<b>10</b>	<b>23</b>
		<b>13</b>	



	<p>Reference letters should be supplied, for project listed as a similar previous project. The quality of the work should be indicated in the letter. The reference letter should be on a company letterhead include the contact details of the person referring and signature of the person referring.</p> <p>The referring companies may be contacted to verify the work. The following can be verified as a minimum:</p> <ul style="list-style-type: none"> <li>• Scope of Work</li> <li>• Duration of work</li> </ul>		
<b>Evaluation Schedule: T2.2-08 Method Statement</b>	<p><b>The tenderer must sufficiently demonstrate the approach/methodology that he/she will employ to cover the scope of the project. The method statement must respond to the scope of work (the Works Information) and outline the proposed methodology including that relating to the Programme, quality, health and safety and environmental considerations.</b></p>		
	<p><b>Method statement</b> - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.</p> <p>1. A detailed method statement is required that must respond to the scope of work and unpack the understanding of scope in detail and indicate strategy to execute the works. This document should discuss in detail how all stages of project development will be achieved, namely:</p> <p><b>Part A – Design</b></p> <p>The method statement should cover but not limited:</p>	<b>10</b>	



	<ul style="list-style-type: none"> <li>a. Designing of Entrance canopy or similar.</li> <li>b. Road design and all related services (stormwater management, signage, etc.).</li> <li>c. Geotechnical engineering services.</li> <li>d. Building works.</li> <li>e. Electrical building services and lighting.</li> <li>f. Reflect any foreseeable project risks.</li> <li>g. Stakeholders and any other relevant approvals from authorities to enable the Employer to assess the impact to practicality.</li> <li>h. Quality Control.</li> <li>i. Health and safety.</li> <li>j. Inspection and design milestones.</li> <li>k. Overall project progress meetings that will take place in order to provide the Works.</li> <li>l. Indication of how the above will be achieved in terms of the software for design development.</li> </ul>		<b>20</b>
	<p><b>Method statement</b> - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project:</p> <ul style="list-style-type: none"> <li>1. A detailed method statement is required that must respond to the scope of work and unpack the understanding of scope in detail and indicate strategy to execute the works. This</li> </ul>	<b>10</b>	



	<p>document should discuss in detail how the below stage of project development will be achieved and should align with C3: Works Information, name.</p> <p><b>Part B – Construction</b></p> <p>The method statement should cover but not limited:</p> <ul style="list-style-type: none"> <li>a. Installing of Entrance canopy or similar.</li> <li>b. Road Construction and all related services (stormwater management, signage, etc.</li> <li>c. Geotechnical engineering services.</li> <li>d. Building works.</li> <li>e. Electrical building services and lighting.</li> <li>f. Procurement Material.</li> <li>g. Quality Control.</li> <li>h. Project Closeout method.</li> <li>i. Reflect any foreseeable project risks.</li> <li>j. Stakeholders and any other relevant approvals from authorities to enable the Employer to assess the impact to practicality.</li> <li>k. Health and safety.</li> <li>l. Environment.</li> <li>m. Inspection and design milestones.</li> <li>n. Overall project progress meetings that will take place in order to provide the Works.</li> </ul>		
<b>Maximum possible score for quality (W<sub>Q</sub>)</b>		<b>100</b>	<b>100</b>





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

- T2.2-03 Programme
- T2.2-04 Organogram
- T2.2-05 Management & CVs of Key Persons
- T2.2-06 Health and Safety Requirements
- T2.2-07 Previous Experience
- T2.2-08 Method Statement – Design A & B - Construction

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

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

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

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

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

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

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

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

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

the tenderer:

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

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by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

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

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

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

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

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-02 **Stage Two as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

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

- T2.2-03 **Evaluation Schedule:** Programme
- T2.2-04 **Evaluation Schedule:** Organogram
- T2.2-05 **Evaluation Schedule:** Management & CV's
- T2.2-06 **Evaluation Schedule :** Health and Safety Management
- T2.2-07 **Evaluation Schedule:** Previous experience
- T2.2-08 **Evaluation Schedule:** A - Design Method statement & B - Construction Method Statement

### **2.1.3 Returnable Schedules:**

#### **General:**

- T2.2-09 Authority to submit tender
- T2.2-10 Record of addenda to tender documents
- T2.2-11 Letter of Good Standing
- T2.2-12 Risk Elements
- T2.2-13 Availability of equipment and other resources
- T2.2-14 Site Establishment requirements

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

- T2.2-15: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-16 Non-Disclosure Agreement
- T2.2-17 RFP Declaration Form
- T2.2-18 RFP – Breach of Law
- T2.2-19 Certificate of Acquaintance with Tender Document
- T2.2-20 Service Provider Integrity Pact
- T2.2-21 Supplier Code of Conduct
- T2.2-22 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

#### **2.1.4 Bonds/Guarantees/Financial/Insurance:**

T2.2-23 Insurance provided by the Contractor

T2.2-24 Forecast Rate of Invoicing

T2.2-25 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 C2.1 Pricing Instructions**

#### **2.5 C2.2 Bill of Quantities**

### **3. Part C3: Scope of Work**

C3.1 Works Information

### **4. Site Information C4**

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

This is to certify that

(Company Name)

Represented  
by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:		
On (date)		Starting time:

### Particulars of person(s) attending the meeting:

Name

Signature

Capacity

### Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date



## T2.2-02: ELIGIBILITY CRITERIA SCHEDULE - CIDB GRADING DESIGNATION

### Note to tenderers:

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

CRS Number	Status	Grading	Expiry Date

- Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5GB or higher** class of construction work, are eligible to have their tenders evaluated.

### 2. Joint Venture (JV)

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

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



## T2.2-03: EVALUATION SCHEDULE: PROGRAMME

Note to tenderers:

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide PDF of the programme in Microsoft Projects or Primavera.

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 programme detailed to minimum of level 3 for design and construct, showing the following nine components:

### 1. Programme components

- a. Ability to execute the works in terms of the Employer's requirements and within the required timeframe as stated in the Contract Data. The programme should clearly demonstrate the start date and end date. The programme should be detailed to minimum of level 3.
- b. The logical sequence, the order of each activity,
- c. Calendar,
- d. Critical path,
- e. Procedures set out in this contract,
- f. Planned Completion date,
- g. Key Dates,
- h. Float,
- i. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.

The scoring of the Programme components will be as follows:

<b>Points Available</b>	<b>10</b>
<b>Score</b>	<b>Project Programme</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score, or programme activities that are less than five (5) components.
<b>Score 20</b>	Tenderer has addressed five (5) requirements in the Programme Programme activities from A to D is compulsory.
<b>Score 40</b>	Tenderer has addressed six (6) requirements in the Programme Programme activities from A to D is compulsory.





<b>Score 60</b>	Tenderer has addressed seven (7) requirements in the Programme Programme activities from A to D is compulsory.
<b>Score 80</b>	Tenderer has addressed seven (8) requirements in the Programme Programme activities from A to D is compulsory.
<b>Score 100</b>	Tenderer has addressed all nine (9) requirements in the Programme



## T2.2-04: EVALUATION SCHEDULE: PROJECT ORGANOGRAM

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

### 1. A project specific organisational chart needs to be provided

Information should be provided in the form of an organisational chart or organogram. No other format will be accepted. Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member.

The Organogram chart should indicate the following, as a minimum:

- Key personnel
- onsite and off-site management
- Reporting lines
- Subcontracted works
- Roles of external and internal resources

Addition requirements

- Amount of labourers
- Full details of resources

The scoring of the Project Organogram will be as follows:

<b>Points Available</b>	<b>5</b>
<b>Score</b>	<b>Organogram</b>
<b>Score 0</b>	No organogram submitted/irrelevant information provided.
<b>Score 20</b>	Organogram submitted; Tenderer has addressed one (1) – two (2) of the requirements in the organisation chart.
<b>Score 40</b>	Organogram submitted; Tenderer has addressed three (3) – four (4) of the requirements in the organisation chart.
<b>Score 60</b>	Organogram submitted; Tenderer has addressed all five (5) minimum requirements in the organisation chart.
<b>Score 80</b>	Organogram submitted; Tenderer has addressed five (5) minimum requirements including one (1) additional requirement in the organisational chart
<b>Score 100</b>	Organogram submitted; Tenderer has addressed all the minimum requirements including two (2) additional requirements in the organisation chart.



## T2.2-05: EVALUATION SCHEDULE: MANAGEMENT & CVS OF KEY PERSONS

The tender must be able to demonstrate that the project personnel have sufficient knowledge, relevant experience, and qualifications to provide the required service.

Submit the following documents with your tender document:

1. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
  - a. Relevant experience.
  - b. The education, training and skills. (Proof of education and training must be attached. Copies of all qualifications must be certified by a Commissioner of Oaths)
  - c. Key personnel should include the following resources:
    - Project Manager;
    - Site Agent/Construction Manager;
    - Pr Eng/Tech Civil;
    - Pr Eng/Tech Geotechnical;
    - Pr Eng/Tech Structural;
    - Pr Eng/Tech Electrical;
    - Pr/Tech Surveyor
    - Environmental Officer;
    - Health & Safety Officer.

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Manager  National Diploma in Project Management or equivalent or higher  (Pr.CPM), SACPCMP Registered		
2	Site Agent/Construction Manager  National Diploma in Building Environment or equivalent or higher  SACPCMP Registered		



3	Pr Eng/Tech Civil/Tech Structural		
4	Pr Eng/Tech Geotechnical		
5	Pr Eng/Tech Electrical		
6	Pr/Tech Surveyor (ISO accredited for utility detection) SAGC Registered		
7	Environmental Officer Diploma/ Degree in Environmental Sciences/ Management or equivalent or higher		
8	Health & Safety officer SACPCMP Registered,		

**Note: CV's and profiles should show relevant experience, background and track record in similar types of projects**

**Attached submissions to this schedule:**

The table below will be used as guidelines for scoring / evaluating the management and CV's of key persons submitted by the Tenderer:

	<b>Project Manager</b>	<b>Site Agent/Construction Manager</b>	<b>Civil Engineer/Technologist</b>	<b>Geotechnical Engineer/Technologist</b>	<b>Structural Engineer/Technologist</b>	<b>Electrical Engineer/Technologist</b>	<b>Surveyor/Technologist</b>	<b>Environmental Officer</b>	<b>Health and Safety Officer</b>
<b>scores</b>	<b>4</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>4</b>	<b>3</b>	<b>3</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 20</b>	Professionally registered (Pr.CPM), (SACPCMP). Key staff has the least recommended levels of	Professionally registered (SACPCMP). National Diploma in Building Environment or equivalent or	Professionally registered (ECSA). Civil Engineer/Technologist has between one (1) to three (3)	Professionally registered (ECSA). Geotechnical Engineer/Technologist has between one (1) to three (3)	Professionally registered (ECSA). Structural Engineer/Technologist has between one (1) to three (3)	Professionally registered (ECSA). Electrical Engineer/Technologist has between one (1) to three (3)	Professionally registered (ECSA). Surveyor/Technologist has between one (1) to three (3) years' work experience.	Environmental Officer Diploma/ Degree in Environmental Sciences/ Management or equivalent or	Professional registered SACPCMP, has two (2) years' relevant experience.

	relevant experience. Key staff has between one (1) to two (2) years' experience.	higher. Key staff has the least recommended levels of relevant experience between one (1) to two (2) years' experience.	years' work experience.	years' work experience.	years' work experience.	years' work experience.		higher. Environmental staff generally have two (2) years' relevant experience.	
<b>Score 40</b>	Professionally registered (Pr.CPM), (SACPCMP). National Diploma in Project Management or equivalent or higher. Key staff has limited recommended levels of relevant experience from three (3) to four (4) years' experience	Professionally registered (SACPCMP). National Diploma in Building Environment or equivalent or higher. Key staff has limited recommended levels of relevant experience from three (3) to four (4) years' experience.	Professionally registered (ECSA). Civil Engineer/Tech nologist has three (3) or more years but less than five (5) years relevant experience.	Professional registration (ECSA). Geotechnical Engineer/Techn ologist has three (3) or more years but less than five (5) years relevant experience.	Professional registration (ECSA). Structural Engineer/Techn ologist has three (3) or more years but less than five (5) years relevant experience.	Professional registration (ECSA). Electrical Engineer/Tech nologist has three (3) or more years but less than five (5) years relevant experience.	Professional registration (ECSA) and accreditation (SAGC and ISO). Surveyor/Technol ogist has three (3) or more years but less than five (5) years relevant experience for the discipline in question.	Environmental Officer Diploma/ Degree in Environmental Sciences/ Management or equivalent or higher. Environmental staff generally have three (3) years' experience.	Professional registered SACPCMP, has three (3) years' experience.

<b>Score 60</b>	Professionally registered (Pr.CPM), (SACPCMP). National Diploma in Project Management or equivalent or higher. Key staff has acceptable levels of relevant experience from five (5) to six (6) years' experience.	Professionally registered (SACPCMP). National Diploma in Building Environment or equivalent or higher. Key staff has acceptable levels of relevant experience from five (5) to six (6) years' experience.	Professionally registered (ECSA). Civil Engineer/Tech nologist has five (5) or more years' relevant experience but less than eight (8) years relevant experience.	Professionally registered (ECSA). Geotechnical Engineer/Techn ologist has five (5) or more years' relevant experience but less than eight (8) years relevant experience.	Professionally registered (ECSA). Structural Engineer/Techn ologist five (5) or more years' relevant experience but less than eight (8) years relevant experience.	Professionally registered (ECSA). Electrical Engineer/Tech nologist has five (5) or more years' relevant experience but less than eight (8) years relevant experience.	Professionally registered (ECSA) and accredited (SAGC and ISO). Surveyor/Techn ologist has five (5) or more years' relevant experience but less than eight (8) years relevant experience.	Environmental Officer Diploma/ Degree in Environmental Sciences/ Management or equivalent or higher. Environmental staff generally have four (4) years' experience.	Professional registered SACPCMP, has four (4) years' experience.
<b>Score 80</b>	Professionally registered (Pr.CPM), (SACPCMP). National Diploma in Project Management or equivalent or higher. Key staff have acceptable	Professionally registered (SACPCMP) National Diploma in Building Environment or equivalent or higher. Key staff have acceptable levels of	Professionally registered (ECSA). Civil Engineer/Tech nologist has 8 or more years' relevant experience but less than ten (10) years relevant experience.	Professionally registered (ECSA). Geotechnical Engineer/Techn ologist has 8 or more years' relevant experience but less than ten (10) years	Professionally registered (ECSA). Structural Engineer/Techn ologist has 8 or more years' relevant experience but less than ten (10) years	Professionally registered (ECSA). Electrical Engineer/Tech nologist has 8 or more years' relevant experience but less than ten (10) years	Professionally registered (ECSA) and accredited (SAGC and ISO). Surveyor/Techn ologist has eight (8) or more years' relevant experience but less than ten (10) years relevant experience.	Environmental Officer Diploma/ Degree in Environmental Sciences/ Management or equivalent or higher. Environmental staff generally have five (5)	Professional registered SACPCMP, has five (5) years' experience.

	levels of relevant experience from seven (7) to eight (8) years' experience.	relevant experience from seven (7) to eight (8) years' experience.		relevant experience.	relevant experience.	relevant experience.		years' experience.	
<b>Score 100</b>	Professionally registered (Pr.CPM), (SACPCMP). National Diploma in Project Management or equivalent or higher. Key staff have highly acceptable levels of relevant experience from nine (9) or more years' experience.	Professionally registered (SACPCMP). National Diploma in Building Environment or equivalent or higher. Key staff have highly acceptable levels of relevant experience from nine (9) or more years' experience.	Professionally registered (ECSA). Civil Engineer/Tech nologist has ten (10) or more years' relevant experience.	Professionally registered (ECSA). Geotechnical Engineer/Techn ologist has 10 or more years' relevant experience.	Professionally registered (ECSA). Structural Engineer/Techn ologist has ten (10) or more years' relevant experience.	Professionally registered (ECSA). Electrical Engineer/Tech nologist has ten (10) or more years' relevant experience.	Professionally registered (ECSA) and accredited (SAGC and ISO). Surveyor/Technol ogist has ten (10) or more years' relevant experience.	Environmental Officer Diploma/ Degree in Environmental Sciences/ Management or equivalent or higher. Environmental staff generally have six (6) years or more experience.	Professional registered SACPCMP, has six (6) years or more experience.



## T2.2-06 EVALUATION SCHEDULE: HEALTH AND SAFETY MANAGEMENT

1. **Health and Safety Management Policy** need to be dated and signed by the Chief Executive Officer/Managing Director. The Policy indicating and be compliant as minimum with the following elements -

- 1.1. Commitment to safety, prevention of pollution,
- 1.2. Continual improvement,
- 1.3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
- 1.4. Hold management accountable for development of the safety systems and providing a safe and healthy work environment
- 1.5. Include Health and Safety objectives and targets.
- 1.6. General responsibilities of all employees

### **Additional requirements in the Health and Safety Management Plan**

- 1.7. Acknowledge the right of every employee to work in a safe and healthy environment
- 1.8. Be visibly displayed for all workers to see.

<b>Points Available</b>	<b>2</b>
<b>Score</b>	<b>Health and Safety Management Policy</b>
<b>Score 0</b>	No Health and safety Management policy submitted/ irrelevant information submitted/ Health and Safety Management Policy not signed or dated.
<b>Score 20</b>	Tenderer has addressed one (1) - three (3) elements for Health and Safety Management Policy.
<b>Score 40</b>	Tenderer has addressed four (4)- five (5) elements for Health and Safety Management Policy.
<b>Score 60</b>	Tenderer has addressed all the six (6) elements for Health and Safety Management Policy.
<b>Score 80</b>	Tenderer has addressed all the six (6) minimum elements and include one (1) additional element for Health and Safety Management Policy.
<b>Score 100</b>	Tenderer has addressed all the six (6) minimum elements and two (2) additional elements for Health and Safety Management Policy.

2. **Health and Safety Management Plan** should be project specific requirements and as a minimum include:

- 2.1. Assistant to CEO (OHS Act, Sect 16.2)
- 2.2. Construction Supervisor (CR, Sect 8.7)
- 2.3. Construction Health & Safety Officer (CR 8.5)
- 2.4. Incident Investigation and Reporting
- 2.5. Health and Safety Risk Assessment Planning
- 2.6. Safe Operating/ Work Procedures

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

**Additional requirements in the Health and Safety Management Plan.**

- 2.13. Housekeeping
- 2.14. Communication

<b>Points Available</b>	<b>4</b>
<b>Score</b>	<b>Health and Safety Management Plan</b>
<b>Score 0</b>	Not submitted/Health and Safety Management Plan address <5 of requirements
<b>Score 20</b>	Tenderer has addressed five (5) – seven (7) of the requirements in the health and safety management plan.
<b>Score 40</b>	Tenderer has addressed eight (8) – eleven (11) of the requirements in the health and safety management plan.
<b>Score 60</b>	Tenderer has addressed all twelve (12) minimum requirements in the health and safety management plan.
<b>Score 80</b>	Tenderer has addressed all twelve (12) minimum requirements and one (1) additional in the health and safety management plan.
<b>Score 100</b>	Tenderer has addressed all twelve (12) minimum requirements and two (2) additional requirements in the health and safety management plan.

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

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

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

<b>Points Available</b>	<b>4</b>
<b>Score</b>	<b>Risk Management and Control</b>
<b>Score 0</b>	No Risk Assessment submitted/incomplete risk assessment submitted /Risk Assessment not related to the scope of work, address <4 of requirements.
<b>Score 20</b>	Tenderer has fully completed four (4) – six (6) of the assessment with as per TNPA requirement/ methodology.
<b>Score 40</b>	Tenderer has fully completed seven (7) – eight (8) of the assessment with as per TNPA requirement/ methodology.
<b>Score 60</b>	Tenderer has fully completed nine (9) of the assessment with as per TNPA requirement/ methodology.
<b>Score 80</b>	Tenderer has fully completed ten (10) of the assessment with as per TNPA requirement/ methodology.
<b>Score 100</b>	Tenderer has fully completed all the eleven (11) of the assessment with as per TNPA requirement/ methodology.



in the Port of Saldanha for a period of 12 months

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

<b>Task #</b>	<b>List of Task/Activities</b>	<b>List Health and Safety Risk/Hazards</b>	<b>List Control Measures</b>	<b>Responsible for Control</b>
1	Design of canopy			
2	Road Designs			
3	Design of the building			
4	Pipe detection			
5	Topographic survey			
6	Geotechnical Investigation studies			
7	Construction of the canopy			
8	Construction of the road			
9	Construction of the building			
10	Electrical works to the building			
11	Lighting for the canopy			

**Attached submissions to this schedule:**

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[illegible]

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

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

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

<b>Points Available</b>	<b>10</b>
<b>Score</b>	<b>List of past / current projects of similar nature.</b>
<b>0</b>	The tenderer failed to address the question / issue. Has not submitted the required information
<b>20</b>	The tenderer submits two (2) similar projects
<b>40</b>	The tenderer submits three (3) similar projects
<b>60</b>	The tenderer submits four (4) similar projects
<b>80</b>	The tenderer submits five (5) similar projects
<b>100</b>	The tenderer submits six (6) or more previous similar projects

<b>Points Available</b>	<b>13</b>
<b>Score</b>	<b>Reference Letters- Confirmation of Quality Service Rendered</b>
<b>Score 0</b>	Not submitted / No previous similar projects submitted
<b>Score 20</b>	One (1) to two (2) previous similar projects
<b>Score 40</b>	Three (3) previous similar projects
<b>Score 60</b>	Four (4) previous similar projects
<b>Score 80</b>	Five (5) previous similar projects
<b>Score 100</b>	Six (6) or more similar projects



## T2.2-08: EVALUATION SCHEDULE: PART A -DESIGN DEVELOPMENT METHOD STATEMENT

### Note to tenderers:

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

1. A detailed method statement is required that must respond to the scope of work and unpack the understanding of scope in detail and indicate strategy to execute the works. This document should discuss in detail how the below stage of project development will be achieved and should align with C3: Works Information, name/.

### Part A – Design

The method statement should cover the following twelve (12) components: Design element from A to E is compulsory.

- a) Designing of Entrance canopy or similar,
- b) Road design and all related services (stormwater management, signage, etc.),
- c) Geotechnical engineering services,
- d) Building works,
- e) Electrical building services and lighting,
- f) Reflect any foreseeable project risk,
- g) Stakeholders and any other relevant approvals from authorities to enable the Employer to assess the impact to practicality,
- h) Quality Control,
- i) Health and safety,
- j) Inspection and design milestones,
- k) Overall project progress meetings that will take place in order to provide the works and
- l) Indication of how the above will be achieved in terms of the software for design development.

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

Points	10
Score 0	The tenderer has submitted no information or inadequate information to determine a score or design element that are less than eight (8).
Score 20	The methodology approach deals with eight (8) design elements stated. Design element from A to E is compulsory.
Score 40	The methodology approach deals with nine (9) design elements stated.

Transnet National Ports Authority

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Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

	Design element from A to E is compulsory.
<b>Score 60</b>	The methodology approach deals with ten (10) design elements stated. Design element from A to E is compulsory.
<b>Score 80</b>	The methodology approach deals with eleven (11) design elements stated. Design element from A to E is compulsory.
<b>Score 100</b>	The methodology approach deals with ALL requirements stated above.

## **T2.2-08: EVALUATION SCHEDULE: PART B- CONSTRUCTION METHOD STATEMENT**

### **Note to tenderers:**

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

1. A detailed method statement is required that must respond to the scope of work and unpack the understanding of scope in detail and indicate strategy to execute the works. This document should discuss in detail how all stages of project development will be achieved, namely:

### **Part B – Construction**

The method statement should cover the following fourteen (14) components: Construction element from A to G is compulsory.

- a) Installing of Entrance canopy or similar,
- b) Road Construction and all related services (stormwater management, signage, etc.),
- c) Geotechnical engineering services,
- d) Building works,
- e) Electrical building services and lighting,
- f) Procurement Material,
- g) Quality Control,
- h) Project Closeout method,
- i) Reflect any foreseeable project risks,
- j) Stakeholders and any other relevant approvals from authorities to enable the Employer to assess the impact to practicality,
- k) Health and safety,
- l) Environment,
- m) Inspection and design milestones,
- n) Overall project progress meetings that will take place in order to provide the Works.

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

<b>Points</b>	<b>10</b>
<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score, or construction element that are less than ten (10).
<b>Score 20</b>	The methodology approach deals with ten (10) construction elements stated. Construction element from A to G is compulsory.
<b>Score 40</b>	The methodology approach deals with eleven (11) construction elements stated. Construction element from A to G is compulsory.
<b>Score 60</b>	The methodology approach deals with twelve (12) construction elements stated. Construction element from A to G is compulsory.
<b>Score 80</b>	The methodology approach deals with thirteen (13) construction elements stated. Construction element from A to G is compulsory.
<b>Score 100</b>	The methodology approach deals with ALL critical elements of the project.

Transnet National Ports Authority

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Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

## T2.2-09: AUTHORITY TO SUBMIT A TENDER

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

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

### A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

## B. Certificate for Partnership

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

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

Name	Address	Signature	Date

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

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

### 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

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

#### 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



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## T2.2-10: RECORD OF ADDENDA TO TENDER DOCUMENTS

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

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

**T2.2-11 LETTER/S OF GOOD STANDING WITH THE WORKMEN’S COMPENSATION FUND**

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

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

Name of Company/Members of Joint Venture:

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

## T2.2-12: AVAILABILITY OF EQUIPMENT AND OTHER RESOURCES

The Tenderer to submit a list of all

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

[illegible]

## T2.2-13: RISK ELEMENTS

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

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

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

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

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

## T2.2-14: SITE ESTABLISHMENT REQUIREMENTS

Tenderers to indicate their Site establishment area requirements:

[illegible]

## T2.2-15 : COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars hereunder must be furnished.

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

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

Name	Identity number	Personal income tax number

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

### 6. Section 6: Particulars of companies and close corporations

Company registration number \_\_\_\_\_

Close corporation number \_\_\_\_\_

Tax reference number: \_\_\_\_\_

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

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

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

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

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

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

Signed

Date

Name

Position

Enterprise  
name

## SBD 4

### DECLARATION OF INTEREST

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

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

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

## SBD 4

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

2.1 Full Name of bidder or his or her representative: \_\_\_\_\_

2.2 Identity Number: \_\_\_\_\_

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): \_\_\_\_\_

2.4 Company Registration Number: \_\_\_\_\_

2.5 Tax Reference Number: \_\_\_\_\_

2.6 VAT Registration Number: \_\_\_\_\_

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

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

<sup>1</sup> "State" means –

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

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



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### YES / NO

2.7.1 If so, furnish the following particulars:

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

\_\_\_\_\_

\_\_\_\_\_

- Position occupied in the state institution:

\_\_\_\_\_

Any other particulars:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### SBD 4

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

**YES / NO**

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

**YES / NO**

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**YES / NO**

2.8.1 If so, furnish particulars:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

**YES/NO**

2.9.1 If so, furnish particulars.

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

**YES/NO**

2.10.1 If so, furnish particulars:

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## SBD 4

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

[illegible]

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## SBD 4

### 4. DECLARATIONS

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

## SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<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 a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

- (p) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (q) **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (r) **"total revenue"** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (s) **"trust"** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (t) **"trustee"** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

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

### 4. POINTS AWARDED FOR PRICE

#### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- $P_s$  = 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

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

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

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

- 5.2 A bidder who qualifies as a EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances Transnet would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.6 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.



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

## 6. BID DECLARATION

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

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

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

## 8. SUB-CONTRACTING

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

( ***Tick applicable box*** )

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

- 8.1.1 If yes, indicate:

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

( ***Tick applicable box*** )

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

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## 9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: \_\_\_\_\_

9.2 VAT registration number: \_\_\_\_\_

9.3 Company registration number: \_\_\_\_\_

### 9.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

### 9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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### 9.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

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

[ TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the

satisfaction of the purchaser that the claims are correct;

- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF TENDERER(S)

DATE: .....

ADDRESS .....

.....

## SBD 8

### DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

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**SBD 8**

**CERTIFICATION**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer

## SBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

---

<sup>3</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

## SBD 9

### CERTIFICATE OF INDEPENDENT QUOTATION/PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying quote:

\_\_\_\_\_  
(Quote Number and Description)

in response to the invitation for the quote made by:

\_\_\_\_\_  
(Name of Institution)

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>5</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

<sup>5</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.



## SBD 9

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of bidder

## T2.2-16 NON-DISCLOSURE AGREEMENT

[2020]

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

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

### TRANSNET SOC LTD

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

**and**

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

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

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

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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

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

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

## 2. CONFIDENTIAL INFORMATION

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

## T2.2-17: RFP DECLARATION FORM

NAME OF COMPANY: \_\_\_\_\_

We \_\_\_\_\_ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

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

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

#### **IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](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 Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

## T2.2-18: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: \_\_\_\_\_

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

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

NATURE OF BREACH:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE OF BREACH:

\_\_\_\_\_

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

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

\_\_\_\_\_

SIGNATURE OF TENDER



## T2.2-19 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.

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

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

## **T2.2-20 SERVICE PROVIDER INTEGRITY PACT**

**Important Note: All potential tenderers must read this document and certify in the RFP 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 and shall be deemed as part of the final concluded contract.**

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

### **PREAMBLE**

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

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

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

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

### **1. OBJECTIVES**

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

- a) Enable Transnet to obtain the desired contract at a reasonable and competitive price in conformity to the defined specifications of the works, goods and services; and

- b) Enable Tenderers/Service Providers/Contractors to abstain from bribing or participating in any corrupt practice to secure the contract.

## 2. COMMITMENTS OF TRANSNET

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

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

## 3. OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

- c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
- d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.

3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:

- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
- b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.

3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.

3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.

3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the

registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.

3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.

3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
- Principle 2: make sure that they are not complicit in human rights abuses.

b) Labour

- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
- Principle 4: the elimination of all forms of forced and compulsory labour;
- Principle 5: the effective abolition of child labour; and
- Principle 6: the elimination of discrimination in respect of employment and occupation.

c) Environment

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

d) Anti-Corruption

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

#### 4. INDEPENDENT TENDERING

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

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

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

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

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

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

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

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

- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

## **5. DISQUALIFICATION FROM TENDERING PROCESS**

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

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

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.



- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

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

## **7. PREVIOUS TRANSGRESSIONS**

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

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

## **8. SANCTIONS FOR VIOLATIONS**

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

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

## **9. CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

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

## 10. DISPUTE RESOLUTION

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

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

## 11. GENERAL

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

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

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

Signature .....

Date .....

## T2.2-21: 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.

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

### ***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

## **T2.2-22 AGREEMENT IN TERMS OF PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013 ("POPIA")**

### **1. PREAMBLE AND INTRODUCTION**

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

### **2. PROTECTION OF PERSONAL INFORMATION**

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



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

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

<b>YES</b>		<b>NO</b>	
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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.

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

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

### 3. **SOLE AGREEMENT**

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

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

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

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

**Name .....**

(Operator)

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

#### **AS WITNESSES:**

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

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

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

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## T2.2-23: INSURANCE PROVIDED BY THE *CONTRACTOR*

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

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

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

Transnet National Ports Authority  
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## T2.2-24: 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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Transnet National Ports Authority  
Tender Number: TNPA/2022/08/0921/10362/RFP  
Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) Months

**T2.2-25: THREE (3) YEARS AUDITED FINANCIAL STATEMENTS**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance in the Port of Saldanha for a period of twelve (12) Months

## **PROJECT: APPOINTMENT OF A CONTRACTOR FOR THE UPGRADE OF PORT ENTRANCES IN THE PORT OF SALDANHA FOR A PERIOD OF 12 MONTHS**

### The Contract

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*Based on*

**NEC 3** (April 2013): Engineering and Construction Contract (ECC3)

**Option B:** Priced Contract with Bill of quantities

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance in the Port of Saldanha for a period of twelve (12) Months

## C1.1: Form of Offer & Acceptance

### Offer

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

### The appointment of a Contractor for the Upgrade of Port Entrance at the Small Craft Harbour in the Port of Saldanha for a period of twelve (12) 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)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance in the Port of Saldanha for a period of twelve (12) Months

## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a Contractor for the Upgrade of Port Entrance in the Port of Saldanha for a period of twelve (12) Months

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

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

## C1.2 Contract Data

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

Clause	Statement	Data
1	<p><b>General</b></p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p> <p>dispute resolution Option and secondary Options</p> <p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>	<p><b>B: Priced contract with bill of quantities</b></p> <p><b>W1: Dispute resolution procedure</b></p> <p><b>X2 Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>X13: Performance Bond</b></p> <p><b>X16: Retention</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: <i>Additional conditions of contract</i></b></p>
10.1	<p>The <i>Employer</i> is:</p> <p>Address</p>	<p><b>Transnet SOC Ltd</b>  <b>(Registration No. 1990/000900/30)</b>  Registered address:  <b>Transnet Corporate Centre</b>  <b>138 Eloff Street</b>  <b>Braamfontein</b>  <b>Johannesburg</b>  <b>2000</b></p>

	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Port Authority Bayvue Centre Marine Drive Saldanha 7395</b>	
10.1	The <i>Project Manager</i> is: (Name)	<b>Sinovuyo Ngobese</b>	
	Address	<b>Bayvue Centre Marine Drive Saldanha 7395</b>	
	Tel	<b>022 703 5497</b>	
	e-mail	<b>Sinovuyo.Ngobese@transnet.net</b>	
11.2(13)	The <i>works</i> are	<b>The appointment of a Contractor for the Upgrade of Port Entrances in the Port of Saldanha for a period of Twelve (12) months</b>	
11.2(14)	The following matters will be included in the Risk Register	<ul style="list-style-type: none"><li><b>Interruption to Services (electricity, water or telecommunication)</b></li><li><b>Disruption to small craft harbour operations</b></li></ul>	
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1." Description of the Site and it surroundings"</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>	
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</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>7 August 2024</b>	
30.1	The <i>access dates</i> are	<b>Part of the Site</b>	<b>Date 21 August 2023</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>Two (2) weeks of the Contract Date.</b>	
31.2	The <i>starting date</i> is	<b>7 August 2023</b>	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>Two (2) weeks</b>	

35.1 The *Employer* is not willing to take over the *works* before the Completion of whole of the Works.

#### **4 Testing and Defects**

42.2 The *defects date* is **fifty-two (52) weeks after Completion of the whole of the *works*.**

43.2 The *defect correction period* is **Two (2) weeks**

#### **5 Payment**

50.1 The *assessment interval* is monthly on the **Between the 15th (fifteenth) day of each successive month.**

51.1 The *currency of this contract* is the **South African Rand.**

51.2 The period within which payments are made is **Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.**

51.4 The *interest rate* is **the prime lending rate of Rand Merchant Bank of South Africa.**

#### **6 Compensation events**

60.1(13) The *weather measurements* to be recorded for each calendar month are,

- **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.**

**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.**

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

**The *Contractor's* Site establishment area**

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

**Saldanha Weather Station**

and which are available from:

**South African Weather Service 012 367 6023 or [info3@weathersa.co.za](mailto:info3@weathersa.co.za).**

7	Title	No additional data is required for this section of the <i>conditions of contract</i> .
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</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>
	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</b>

<p>Note:</p>	<p>subject to a minimum of R2,500 and a maximum of R25,000.</p>
	<p>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</p>
<p>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</p> <p>The <i>Contractor</i> provides these additional Insurances</p>	<p><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></p>
	<ol style="list-style-type: none"> <li><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></li> <li><b>2 Where the contract involves manufacture, and/or fabrication of Plant &amp; Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant &amp; materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site.</b></li> <li><b>3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor</b></li> <li><b>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.</b></li> <li><b>5 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works</b></li> </ol>

		<b>extended for Specialist Operations with a minimum indemnity limit of R 20,000,000</b>
	<b>6</b>	<b>The insurance coverage referred to in 1, 2, 3, 4 and 5 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</b>
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	<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>
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:	<b>Principal Controlled Insurance policy for Contract</b>
<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>B</b>	<b>Priced contract with Bill of Quantities</b>	<b>No additional data is required for this Option.</b>
60.6	The <i>method of measurement</i> is	<b>The Bill of Quantities 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</b>



		<b>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>Cape Town, 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>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>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R1 783.39 per day</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>5% 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>10% on all payments certified.</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>The Total of the Prices</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>  <b>5 years after Completion of the whole of the works</b>
X18.5	The <i>end of liability date</i> is	
<b>Z</b>	<b><i>Additional conditions of contract are:</i></b>	
<b>Z1</b>	<b>Additional clauses relating to Joint Venture</b>	
<b>Z1.1</b>		<b>Insert the additional core clause 27.5</b>  <b>27.5. In the instance that the <i>Contractor</i> is a joint venture, the <i>Contractor</i> shall provide the <i>Employer</i> with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:</b> <ul style="list-style-type: none"> <li><b>A brief description of the Contract and the Deliverables;</b></li> <li><b>The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture;</b></li> </ul>

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

## **Z1.2**

**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*.**

<b>Z2</b>	<b>Additional clause relating to Performance Bonds and/or Guarantees</b>	
<b>Z2.1</b>		The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i> .
<b>Z3</b>	<b>Additional obligations in respect of Termination</b>	
<b>Z3.1</b>		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
<b>Z3.2</b>	<b>Termination Table</b>	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p> <p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>
<b>Z4</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z4.1</b>		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:

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

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

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

**Z6 Protection of Personal Information Act**

**Z6.1** The *Employer* and the *Contractor* are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.

## C1.2 Contract Data

### Part two - Data provided by the *Contractor*

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

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

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

		<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>B</b>	<b>Priced contract with bill of quantities</b>	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures)  (in words), excluding VAT
	<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>B</b>	<b>Priced contract with bill of quantities</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>

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



## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	7
C2.2	The <i>bill of quantities</i>	

## C2.1 Pricing instructions: Option B

### 1. The *conditions of contract*

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

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

<b>Identified and defined terms</b>	11	
	11.2	<p>(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.</p> <p>(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.</p> <p>(28) The Price for Work Done to Date is the total of</p> <ul style="list-style-type: none"><li>• the quantity of the work which the <i>Contractor</i> has completed for each item in the Bill of Quantities multiplied by the rate and</li><li>• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed.</li></ul> <p>Completed work is work without Defects which would either delay or be covered by immediately following work.</p> <p>(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.</p>

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

## **1.2. Function of the Bill of Quantities**

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

## **1.3. Guidance before pricing and measuring**

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

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

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

## 2. Measurement and payment

### 2.1. Symbols

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

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

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

## 2.2. General assumptions

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

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

certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.

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

### **2.3. Departures from the *method of measurement***

### **2.4. Amplification of or assumptions about measurement items**

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

TRANSNET						
Item No.	Payment Ref.	Description	Unit	Quantity	Rate	Total
1		<b><u>SECTION 1</u></b>				
1.1		<b><u>BILL NO 1.: Preliminaries and General</u></b>				
		<b><u>Fixed-Charged Items</u></b>				
		<b><u>Contractual Requirements</u></b>				
1.1.1		Provision of Health and Safety File	Sum	1		
1.1.2		All other Contractual and legal requirements including insurances, signage, OHS, overheads, security, supervision, complete.	Sum	1		
		<b><u>Facilities for Contractor</u></b>				
1.1.3		Site Establishment for tools & equipment, ablution facilities, site offices and storage sheds	Sum	1		
1.1.4		Site De-Establishment	Sum	1		
Fixed Items						R -
		<b><u>Time Related Items</u></b>				
1.1.5		Plant and Equipment	Months	11		
1.1.6		Supervision & Security	Months	11		
1.1.7		Office containers and ablution facilities	Months	11		
Time Related Items						R -
Total carried to final summary						R -
2		<b><u>SECTION 2</u></b>				
2.1		<b><u>BILL NO 2: Studies &amp; Design</u></b>				
2.2		Topographic Survey & data interpretation report	Sum	1.00		
2.3		Geotechnical studies	Sum	1.00		
2.4		Prepare and submit Detailed design; conceptual and detailed design drawings and documents in accordance to the relevant design standard and codes of practice for specified structure.drawing including all necessary specifications, cross sections and details, complete	Sum	1.00		
2.5		Disbursements (Site Meetings, Site Visists, etc.)	Sum	1.00		
Total carried to final summary						R -
3		<b><u>SECTION 3</u></b>				
3.1		<b><u>BILL NO 3.: Construction</u></b>				
3.2		<b><u>BUDGETARY ALLOWANCES</u></b>				
3.3		The following budgetary allowances are for work to be executed by the principal contractor at bill rates or at rates to be agreed in terms of the contract				
3.4		Construction of Guard house	Item	1		
3.5		Road Construction and tie-in, including parking	Item	1		
3.6		Construction of Canopy	Item	1		
3.7		Conduct underground service detection	Item	1		
Total carried to final summary						R -
Final Summary						R -

## Part C3: Scope of Work

Document reference	Title	No of Page
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C3.2	Annexure A – Topographical & underground service survey works	
C3.3	Annexure B – Geotechnical investigation works	
C3.4	Annexure C – Transnet CAD standards	
C3.5	Annexure D - Corrosion Protection (Specification He9/2/8 - [Version 16] - July 2002)	
C3.6	Annexure E - TPD-001-EL&PSPEC	
C3.7	Annexure F- TPD – 002-DBSPEC	
C3.8	Annexure G - TPD – 003- CABLESPEC	
C3.9	Annexure H - TPD-004-EARTHINGSPEC	
	Total number of pages	



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Transnet National Ports Authority

Tender Number: TNPA/2022/08/0921/10362/RFP

Description of the Works: The appointment of a contractor for the upgrade of Port Entrance at the Small Craft Harbour Port of Saldanha for a period of twelve (12) months.



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## **SECTION 1**

### **1 PROJECT OVERVIEW**

#### **1.1 Introduction**

The port entrances in the Port of Saldanha had been identified for upgrade works to ensure a more efficient port entrance experience and to build on the drive towards uniformity and the promotion of corporate branding. Canopy structures have since then been constructed at two port entrances, referred to as the Main Port Entrance and the Bayvue Port Entrance. The Small Craft Harbour (SCH) port entrance must still be designed and constructed. The Small Craft Harbour Entrance provides access to the Breakwater, Port Control building, Lighthouse Services and Fender Maintenance Workshops as well as the Marine Services operational area. The Small Craft Harbour area is separated from the rest of the port by the town of Saldanha Bay. Due to its isolation from the rest of the port, this section has been made open to the public for recreation activities, where the operational areas have been fenced in with palisade fencing and access control equipment.

The site selected for the upgrade works is indicated in Figure 1.1. The Works will include the construction of a new canopy structure, road widening for a bypass lane, building extension and associated services reticulation. Figure 1.2 provides a typical entrance facility set up. The canopy structure will straddle the road to cover both the entry and exit lanes; allowances will be made for a 12 x 8m footprint.



**Figure 1-1: Small Craft Harbour entrance**



**Figure 1-2: Typical entrance facility set-up**

## **1.2 Project Location**

The project is located in the Port of Saldanha, which is approximately 150km North of Cape Town in the province of the Western Cape.

The Small Craft Harbour area is separated from the rest of the port by the town of Saldanha Bay.

The entrance facility shall be located at the entrance of the small craft harbour, as shown in Figure 1.3.

The demarcation of the site is illustrated in site information.





**Figure 1-3: Small Craft Harbour**

### **1.3 *Employers* Objectives**

The objective of the *Employer* is to appoint a service provider for the design and construction of the entrance facility canopy and associated ancillary services.

### **1.4 *Service Providers Scope for Design and Construction***

The works include the design and construction of the following main items:

- A new canopy structure – to same architectural design of existing canopies in Saldanha.
- Road re-alignment and pavement design for abnormal load vehicles bypass lane
- Stormwater drainage solution
- Existing service re-alignment and/or new service provision
- Building extension and associated services reticulation
- Electrical services

## **2 ENGINEERING AND THE *CONTRACTORS* DESIGN**

### **2.1 *Employers* Design**

The design shall be wholly performed by the *Contractor*.

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

2.2.1 The *Contractor* shall appoint a suitably qualified, experienced, and professionally registered Engineer, to be accepted by the *Employer*, to carry out detailed designs for the entrance facility and associated infrastructure in accordance with this Works Information, the concept drawings, technical specifications, and associated reports. The *Contractor* is to ensure that the responsibility of the professionally registered appointed engineer is aligned to the ECSA duties of an Engineer i.e. Section 3: Guideline for Scope of Services in Government Gazette No. 39480 Vol. 606 Engineering Profession Act (46/2000): Guideline for services and processes forestimating fees for persons registered in terms of the Engineering Profession Act or later version & Engineering supervision and construction monitoring normal services to ECSA Level 2 as stipulated in ECSA Reg. The *Contractor* is responsible for full compliance with all codes of practice, safety, and professional procedures, checking, site approval requirements and application of the construction regulations with regards to the entrance facility works.

#### **2.2.2 Civil and ancillary services**

##### **2.2.2.1 Site topographical survey**

The purpose of the topographical survey is to provide information for the design of various elements of the proposed development for the Small Craft Harbour (SCH) entrance facility upgrade. The topographical survey shall establish permanent survey control points and represent the original ground line accurately to produce a comprehensive and detailed engineering survey. The final digital terrain model (DTM) will be used to accurately quantify volumes and gradients during construction.

The topographical survey shall include (but not limited to) the following:

- Structures
- Roads
- Rock outcrops
- Services
- Electrical cables& markers
- Culverts
- Buildings
- Stormwater drains
- Fences & gates

The topographical survey shall be undertaken by a surveyor professionally registered with the South African Geomatics Council, to be appointed by the EPC *Contractor* and to be approved by the Client.

See Annexure A for additional information on the expectations related to the topographical survey.

#### 2.2.2.2 Detection and identification of underground services

The purpose of the underground service detection is to provide information for the design of various elements of the proposed development for the Small Craft Harbour (SCH) entrance facility upgrade. The underground services shall be re-aligned (where required) to facilitate the design and implementation of the proposed development. The underground services to be re-aligned shall be reported to the TNPA representative and written consent shall be granted prior to the re-alignment of said services.

Services are known to exist within the development area. These include, but are not limited to the following:

- Potable watermain
- Sewer main
- Stormwater main
- Communication cables
- Electrical cables

The *Contractor* shall plot and identify all services located and record these on the "As-Built" copy of the Services Plan.

The *Contractor* must be in possession of an Excavation Permit obtained from Transnet, prior to commencing any excavations.

GPS coordinates according to the WGS84 South African Datum (Hartebeesthoek 94) are to be provided, mapping the route of each service identified. All junctions are to be determined such that a direction change in the service is clear.

The underground service detection shall be undertaken by a surveyor professionally registered with the South African Geomatics Council and accredited with ISO for underground utility detection, to be appointed by the EPC *Contractor* and to be approved by the Client.

See Annexure A for additional information on the expectations related to the underground service detection.

#### 2.2.2.3 Site geotechnical investigation

The *Contractor* shall plan and conduct a comprehensive geotechnical investigation of the development area. The results of the geotechnical investigation shall form the basis of the recommendation for the building extension foundations, canopy structure foundation & road layer works composition. The results of geotechnical investigation shall also be used to recommend a safe clearance distance from the top edge of the revetment.

The geotechnical investigation shall include, but not be limited to the following:

- Fieldwork and test excavation pit
- Laboratory testing if deemed necessary from field inspection
- Reporting: Geotech investigation and design basis recommendation report

The *Contractor* shall carry out the geotechnical investigation in accordance with the following:

- The Engineering Council of South Africa Guideline for Professional Fees - Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act 46 of 2000, Gov. Gazette, Vol 669 No 44333 dated 26 March 2021.
- The site investigation is to be carried out in accordance with The Geotechnical Division of SAICE: Site Investigation Code of Practice - January 2010.
- The soil and rock profiles are to be recorded in accordance with Guidelines for Soil and Rock Logging in South Africa – 2nd Impression 2002.
- All laboratory testing is to be carried out by a South African National Accreditation System (SANAS) accredited laboratory.

See **Annexure B** for additional information on the expectations related to the Geotechnical investigation

#### 2.2.2.4 Design and implement road-realignment / road-widening

The *Contractor* shall produce conceptual and detailed designs for the road re-alignment at the entrance facility. The intent of the road re-alignment shall be to allow abnormal load vehicles access to the Small Craft Harbour for the delivery of goods and transport of yachts and small leisure craft, in the context of the new entrance facility canopy that will be erected.

#### 2.2.2.5 Design and implement pavement capable of servicing abnormal load vehicles

The *Contractor* shall produce conceptual and detailed designs for the pavement associated with the road-realignment in 2.2.2.4.

#### 2.2.2.6 Design and implement vehicle parking bays

The *Contractor* shall make provision for 2 (two) vehicle parking bays on the northern side of the entrance facility. Each vehicle parking bay shall be sized to the *Employer's* requirements.

Due to space constraints, the parking bays and the road re-alignment / road-widened section may be combined. The abnormal load vehicles do not access the Small Craft Harbour often and should the need arise, a detailed procedure would be established for the safe passage of said vehicles.

#### 2.2.2.7 Stormwater flow analysis & drainage solution development and implementation

The *Contractor* shall design and implement a stormwater management plan to mitigate the impact of the development. The works shall also include the following:

- Excavate, supply, bed and lay stormwater pipes where required
- Construction of stormwater grid inlets, catchpits, rainwater sumps and connection chambers where required
- Excavate, supply and install precast concrete portal culverts and in-situ base where required



### **2.2.3 Design, procure & installation of entrance facility canopy structure**

The Service Provider shall design for the steel canopy structure as well as major structural elements for the entrance facility. The *Contractor* shall be responsible for the design, supply, installation, testing and commissioning of the lighting system and associated LV distribution system for the entrance facility canopy.

The *Contractor* shall appoint suitably qualified and experienced professionally registered engineers/designers to carry out the designs and prepare the construction drawings for the following works:

- Steel canopy structure and required foundations
- Roofing and side cladding system
- Guttering and downpipes for management of water flow into stormwater networks proposed in 2.2.1.7
- Lighting layouts
- Cable routing
- Distribution Kiosk

### **2.2.4 Security building extension and associated service installation/rerouting**

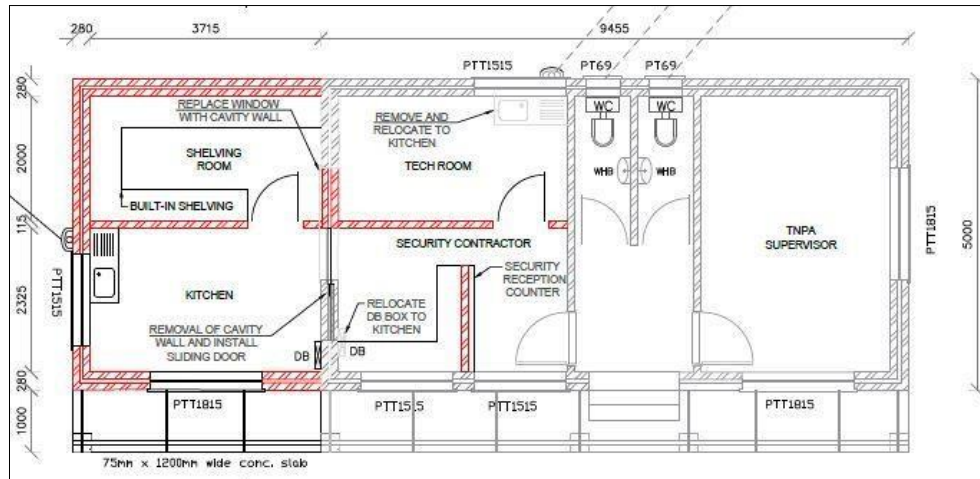
The *Contractor* shall design and implement the portion of the security building extension required. This shall also include the provision of additional building services required, and/or rerouting of existing services in the vicinity of the existing building. The new/rerouted services shall tie-in to the existing infrastructure at the appropriate locations. The *Contractor* shall be responsible for the design, supply and installation of the small power and lighting for the proposed extension to the existing guard house inclusive of any modifications that may be required to the existing LV distribution board.

The work shall include, but not be limited to the following:

- Excavate for new foundations & construct concrete foundation bases.
- Make alteration to existing building.
- Construction of additional walls, floor slabs, etc. and all finishes.
- Install required roof supports, sheeting, gutters etc. for complete roof structure.
- Alter and/or install all required plumbing & electrical wiring.
- Installation of a cable management system.
- LED lighting fixtures installed both internally and externally.
- Lighting controls for both internal and external luminaires.
- Installation of new distribution board.

- Relocation of existing 2,5-liter hydro boil, including all wiring, isolator and piping.
- Relocation of existing wall-mounted air conditioner.

A conceptual layout of the envisioned security building extension is shown in Figure 2.1.



**Figure 2-1: Security building extension conceptual layout**

#### 2.2.4.1 Discipline specific deliverables

##### Electrical

The *Contractor* shall be responsible for the 100% Approved for Construction (AFC) detailed design of the works, including but not limited to the following:

- Design Criteria
- Lighting Kiosk Single Line Diagram
- Lighting simulation results
- Lighting layouts
- Small power layouts
- Earthing and Lightning Protection
- Cable route layout
- Cable management system
- Cable specification
- Distribution Kiosk specification
- Detailed calculations
- Equipment datasheets
- Cable Schedule
- Bill of Quantities
- All design calculations

## 2.2.5 Standards

Where reference is made to any code of practice or standard specification, the latest amendment or edition shall apply. The prospective *Contractor* shall ensure that he is acquainted with the contents of such documents.

Installation work shall be carried out in full compliance with the listed codes of practice and in accordance with good engineering practice.

All materials and equipment shall be new and of high quality which comply with the specifications. The *Contractor* shall ensure compliance with these specifications and if requested by the Project Manager, shall prove compliance at his own cost.

Item	Document Number	Description
1	SANS 1091	National colour standards for paint
2	SANS 10389-1	Exterior lighting Part 1: Artificial lighting of exterior areas for work and safety
3	SANS 10389-3	Exterior lighting Part 3: Guide on the limitation of the effects of obtrusive light from outdoor lighting installations
4	SANS 10142-1	Code of Practice for the Wiring of Premises Part 1: Low Voltage Installations.
5	SANS 10114-1	Interior Lighting Part: 1 The artificial lighting of Interiors
6	SANS 10114-2	Interior lighting Part 2: Emergency lighting
7	SANS 1063	Earth rods, couplers, and connections
8	SANS 10199	The design and installation of earth electrodes
9	SANS 1973-2	Low voltage switchgear assembly <10kA
10	SANS 10292	Earthing of low voltage distribution systems
11	SANS 10198-4	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 4: Current ratings
12	SANS 10198-8	The selection, handling and installation of electric power cables of rating not exceeding 33kV Part 8: Cable laying and installation
13	SANS 10313	Code of Practice for protection of buildings against lightning
14	SANS 62305-1	Protection against lightning Part 1: General principles
15	SANS 62305-3	Protection against lightning Part 3: Physical damage to structures and life hazard

16	SANS 62305-4	Protection against lightning Part 4: Electrical and electronic systems within structures
17	SANS121	Hot Dip Zinc (galvanised) Coatings
18	SANS 10400	Building Regulations South Africa
19	SANS 10400 Part X	Environmental Sustainability
20	SANS 10400 Part XA	Energy usage in Buildings
21	SANS/ISO 50001:2011	Energy Management System
22	SANS 204	Energy Efficiency in Buildings
23	SANS 60529	Degrees of protection by enclosure (IP codes)
24	SANS 10160	Basis of Design
25	SANS 10162	Materials Design - Structural Steel
26	SANS 10100	Materials Design - Concrete

## 2.3 Procedure for submission and acceptance of *Contractors* design

2.3.1 In submitting his designs, the *Contractor* shall follow the procedures as stipulated:

2.3.1.1 The *Contractor's* documentation shall be issued to the Project Manager under cover of the *Contractor's* transmittal note indicating all contract references (i.e., project no., contract no., etc.) as well as the *Contractor's* project document number, revision number, title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the *Contractor*.

2.3.1.2 The *Contractor* shall deliver both hard copies and electronic media copies (CD Rom) to the *Project Manager* at the address stated within the Contract Data. For the purposes of the Tender, Provision must be made for the supply of one (1) copy in each format, for each submission.

2.3.1.3 All electronic documentation shall be submitted by the *Contractor* in Adobe Acrobat (.pdf) and Native file format which complies with the *Employer's* requirements for engineering drawings – which is available upon request.

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

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

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

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

2.3.1.8 Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within two (2) working days of receipt of the marked-up document (unless otherwise agreed to in writing by the *Project Manager*).

2.3.2 The *Contractor* shall undertake design safety reviews as and when requested by the *Project Manager*.

## **2.4 Review and acceptance of *Contractors* design**

The *Contractor* shall submit any documentation, as the Works Information requires to the *Project Manager* for review and acceptance.

In undertaking the works, the supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal'.

## **2.5 Use of *Contractors* design**

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

2.5.2 The *Contractor* vests in the *Employer* full title guarantee in the intellectual property and copyright in the design data created in relation to all *works*, irrespective of where or what those *works* may be.

## **2.6 Record drawings, operating and maintenance manuals**

2.6.1 The *Contractor* shall provide the following documentation

- Redline mark-up drawings, these drawings shall be submitted to the *Project Manager*.
- In undertaking the Works, the *Contractor* shall conform and adhere to the requirements of the *Contractor* Document Submittal Requirements Standard.
- Operating manuals for all applicable electrical and electronic equipment to be provided by the *Contractor*. These manuals shall be neatly bound in a single A4 or

A3 format book or file, and it may be requested at the time that additional copies that contain the various components and/or disciplines separately, be provided. Three (3) paper copies as well as one (1) electronic PDF version are required.

- Maintenance manuals for all equipment are to be provided by the *Contractor*, as well as a list of critical spares. These documents shall be neatly bound in a single A4 or A3 format book or file, and it may be requested at the time that additional copies that contain the various components and/or disciplines separately, be provided. Three (3) paper copies as well as one (1) electronic PDF version are required.

## **2.7 Deliverables applicable to ECSA guideline scope of services**

The *Contractor* shall be an integrated member of the TNPA multidisciplinary professional project team. The *Contractors* areas of responsibility – as outlined in the Engineering Professions Act 2000, published by the Engineering Council of South Africa – shall be to adhere to the following key deliverables:

- Agree documentation programme with *Employer* and other engineers involved.
- Attend design and engineers' meetings.
- Establish the concept design criteria.
- Prepare initial concept design and related documentation.
- Advise the client regarding further surveys, analyses, tests and investigations which may be required.
- Establish regulatory authorities' requirements and incorporate into the design.
- Refine and assess the concept design to ensure conformance with all regulatory requirements and consents.
- Establish access, utilities, services and connections required for the design.
- Coordinate design interfaces with other engineers involved.
- Prepare process designs (where required), preliminary designs, and related documentation for approval by authorities and client and suitable for costing.
- Provide cost estimates and life cycle costs at an accuracy range of  $\pm 80\%$ .
- Liaise, co-operate and provide necessary information to the client, and other engineers involved.

All documentation shall be in the "New Engineering Contract" NEC3 format and shall provide as a minimum the following deliverables:

- Site information
- Design criteria
- Concept engineering design



- Schedule of required surveys, test and other investigations and related reports
- Process design (All the layouts shall indicate pipework routing, required space and or dimensions, control and instrumentation, and all necessary associates)
- Ready for construction engineering drawings
- Works Information
- Technical specifications
- Cost estimates at an accuracy range of  $\pm 80\%$  to be approved by *Employer*
- Construction Activity schedule to be approved by *Employer*
- Construction management plan
- Final As built drawings at handover/commissioning of the project

The *Contractor* shall carry out the works in accordance with the following:

- Latest provisions of the Guidelines Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Professions Act 2000, published by the Engineering Council of South Africa (ECSA).
- Governing codes, standards and specifications.
- Take cognizance of and incorporate where relevant, all Transnet norms and standards (See appendices).

Corporate governance requirements relevant to the execution of the work. This will entail conformance to the established project procedures and controls relevant to design, resource planning for the work, document configuration controls etc.

### 3 CONSTRUCTION

Construction of the new Small Craft Entrance Canopy and associated guardhouse alterations are envisaged to involve the following disciplines, namely:

- Architectural
- Structural
- Electrical
- Civil
- Geotechnical

#### Construction Methodology

The *Contractor* is required to produce a construction methodology. In addition to the standard deliverables for the document the construction methodology will play a key role to ensure successful execution of this project. The *Contractor* should consider that the



current entrance will continue to be operational throughout the duration of construction, unless an alternative arrangement can be made.

Once the construction methodology is in place it is envisaged that the works will have the following high-level flow.

- Establishment of site, approval of safety file, QCP's and any other necessary work permits/documentation.
- Procurement/supply of all necessary items/services required to perform the works inclusive of any site investigations.
- Construction works.
- Any testing and commissioning that may be required.
- Handover of data books and as-built drawings.

### **3.1 Temporary works, site services and construction constraints**

#### **3.1.1 Information to be obtained from Site**

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

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

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

The *Contractor* complies with the *Employer's* Site entry and security control, permits, and Site regulations. The *Contractor* shall take out temporary entry permits for all staff working within the Small Craft Harbour. All costs incurred shall be borne by the *Contractor* or his staff.

The Contractor is required to produce an inventory of material, plant and equipment when entering and exiting TNPA premises. The Contractor shall not be permitted to remove TNPA material, plant and equipment without a permit issued by the Project Manager or Site Supervisor.

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

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 to cause the least possible disruption to the Employer's operations.



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

The Contractor ensures that any of his staff, labour and Equipment moving outside of his allocated Site and Working Areas does not obstruct the operations works that is being undertaken around the area.

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

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

#### 3.1.4 Personnel restrictions on Site; hours of work, conduct and records

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

#### 3.1.5 Materials for demolition and excavation

The *Contractor* has no title to any materials arising from excavation and demolition in the performance of the works with title to such materials remaining with the *Employer*. The *Project Manager* shall instruct the *Contractor* how to label, mark, set aside and/or dispose of such materials for the benefit of the *Employer* in accordance with NEC3 ECC Clause 73.1.

#### 3.1.6 Co-operating with and obtaining acceptance of Others

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

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

#### 3.1.7 Contractor's Equipment

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

All plant used by the *Contractor* on site shall be properly maintained and operated. Equipment used is to be intrinsically safe. All vehicles on public roads shall be

roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators' qualifications and medical records.

### 3.1.8 Construction Equipment

All equipment to be supplied by the Contractor will comply with the relevant standards/specifications.

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

### 3.1.9 Publicity and progress photographs

The *Contractor* shall not be allowed to take any photographs on Site without proper authorisation from the *Employer* and publish any photographs unless these have been scrutinised and approved by the *Employer*. This is mostly to protect the rights of all tenants with regard to potential strategic equipment or infrastructure that they may have on Site.

The *Contractor* shall refrain from making any statements in the media or engaging with the media on any matter relating to this project, without the express written notification and consent of the *Employer*.

The *Contractor* may be required to provide progress photographs. Detailed progress will be recorded in the site diary and reflected and updated weekly on the *Contractor's* construction schedule.

### 3.1.10 Equipment Register

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

### 3.1.11 The Employer will provide the following facilities to the Contractor

#### Access

Work Sites will be made available, free of charge, to the *Contractor* for the duration of the contract.

The *Employer* will not provide any security for the *works* for the duration of the contract.

#### Contractors Site Camp

The *Contractor* may establish a site camp in the location to be confirmed by the *Employer* prior to commencement of the works.

The *Contractor* shall ensure that this area has a suitable continuous security fence and the necessary access gate(s). The area may be used for offices, stores, casting yards, repair shops, concrete batch plants and any other engineering work that may be

required for the *works*. All preparation and fencing done by the *Contractor* shall be for his account.

The *Contractor* shall not be required to provide any facilities for the *Project Manager* and *Supervisor*.

### 3.1.13 Responsibility of *Contractor* towards facilities provided by *Employer*

Wherever *the Employer* provides facilities (including, *inter alia*, temporary power, water, waste disposal, telecommunications etc.) for the *Contractor's* use within the working areas and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and 3<sup>rd</sup> parties in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

### 3.1.14 The following facilities shall be provided by the *Contractor*

#### *Contractors Office*

The site office shall be located inside the site camp and shall be equipped in terms of the requirements of SANS 1200 AB (SABS 1200 AB) with air-conditioning. The *Contractor* shall provide 1 x power point in each office.

#### *Contractor's Site Camp*

See par. 3.1.11 above.

#### *Existing Facilities*

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

#### *Water Supply*

The *Contractor* shall provide at his cost, a metered water take-off point and supply line to the Site, if so required. The location for such a take-off point is given in Part C4 – Site Information. The water for either construction/consumption should be tallied.

#### *Electrical supply*

The *Contractor* shall provide at his cost, a metered electrical supply to his site offices and other facilities on the Site, if so required. Particulars of the location for connections to the Site electrical supply and limitations with regards to the use of this supply are given in Part C4 – Site Information. In addition to this an allowance shall also be made for the provision of portable generators for the purposes of providing the works.

#### *Telephones*

The *Contractor* shall make his own arrangements for the installation of telephones, for



his use during construction, if required.

#### Latrines

The *Contractor* shall supply his own ablution facilities. These shall be according to the environmental regulation.

#### Housing

Housing on Site or in the Port area will not be

permitted.Sundry

Unless expressly stated as a responsibility of the *Employer*, as stated under 3.1.14, all residual requirements for the provision of facilities and all items of equipment necessary for the *Contractor* to provide the works remains the responsibility of the *Contractor*.

#### General

Wherever the *Contractor* provides facilities (mostly for himself under this Contract) and all items of equipment involving, inter alia, offices, accommodation, laboratories, materials storage, compound areas etc., within the working areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

### 3.1.15 Excavations and associated water control - External

It is the responsibility of the *Contractor* to ensure that all excavations are rendered safe and suitable for construction. The *Contractor* shall not continue construction in conditions that the *Project Manager* does not approve of. The *Contractor* will be required to design the methods of excavation and submit these for acceptance. Excavation may only commence after acceptance is given by the *Project Manager*.

The *Contractor* shall submit a drainage water control design to the *Project Manager* prior to undertaking any water control activity. The *Contractor* will only be allowed to construct such drainage water control system once gaining the *Project Manager's* acceptance.

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

Prior to any excavation by machine, the *Contractor* shall make every effort to obtain all relevant and current drawings, indicating the position of potential existing services, via the *Project Manager*. Part C4 – Site Information contains information that is available at time of tender regarding the existing services which are expected to be located at the Site.

Where any existing services are anticipated, the *Contractor* shall be expected to excavate by hand to expose all such services. Care shall be taken by the *Contractor* to protect all existing services, unless they are confirmed by the *Employer* to be

abandoned or will be replaced as part of this project.

If any existing service is damaged, the *Contractor* shall be required to carry the cost of the repair of that service. Any such damage must be reported to the *Project Manager* immediately.

Where the *Contractor* encounters existing underground services or existing services cables or service ducts, the *Contractor* shall undertake the following:

- Notify the *Project Manager* of the located service as soon as possible.
- Notify the relevant utility owner or officials (i.e., the *Employer*) as soon as possible.
- Ascertain whether the service is still required and must remain live, or whether the service has been abandoned, via liaison with the *Employer*.
- If the service is confirmed as abandoned, and upon agreement with the *Project Manager*, the *Contractor* will be allowed to remove such service.
- If the service is deemed live, it shall be protected by the *Contractor* and marked-up on the specific Record Drawing for that area or service discipline.

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

The *Contractor* shall dispose of all waste products at a relevant registered waste disposal site, to be approved by the *Project Manager* and/or EO

Noise and dust are not foreseen to be major contributing factors to construction nuisance caused to others on Site.

The control of water during construction, including in particular dewatering of deep excavations, shall be managed and controlled in accordance with the Section 21 of the Water Act, Act 36 of 1998, the General Authorisation (GA 665 of 2013 or the latest at the time) as well as the method statements to be compiled by the *Contractor* and approved by the *Project Manager and the Environmental Officer (EO)* prior to the commencement of the *works*. These method statements shall include all measures that are required to remove or mitigate adverse environmental impacts.

### 3.1.18 Sequences of construction or installation

The *Contractor* shall be responsible for his own construction programme which shall be developed in consultation with- and be submitted for acceptance to the *Employer* and *Project Manager*.

### 3.1.19 Giving notice of *works* to be covered up

The *Contractor* shall notify the *Supervisor* prior to covering up any of the completed *works*, so as to allow the *Supervisor* time for inspection of those *works*. This shall include, but not be limited to all buried services, ducts and cable sleeves.

Hold points for these inspections shall be included on the *Contractor's* schedule and

#### Quality Control Plan.

#### 3.1.20 Site records/diary

The *Contractor* shall keep daily records of all construction activities, including records of manpower on Site. Copies of these records shall be forwarded to the *Project Manager* on a daily basis.

### 3.2 Completion, testing, commissioning and correction of defects

#### 3.2.1 The works to be done by the completion date

The *Contractor* shall have done everything required to provide the *works* on or before the Completion Date, and certain individual items before the sectional Completion Dates, as stated in the contract data. The Completion Date is the day on which all commissioning activities are complete (i.e., the system(s) are operational) and all documentation, including all relevant manuals, operating procedures, test results, redline and record drawings etc. are handed to the *Employer*.

#### 3.2.2 Works permitted after completion

The *Contractor* is not permitted to carry out any works after completion.

The whole of the works should be completed within nine (9) months after receiving the purchase order from the Employer. This includes for the approval of the Contractor's SHE file which should be submitted no later than one (1) weeks after the purchase order is issued.

#### 3.2.3 Access for correction of defects

Should the *Contractor* have to return to the Site after completion of the *works* to effect an improvement or repair, the *Contractor* shall arrange all staff members required to perform the work and shall also carry the costs of such access.

#### 3.2.4 Operational Maintenance

The *Contractor* may be required to perform operational maintenance within the first year after completion. The level and extent of such operational maintenance will be agreed and negotiated with the *Contractor* during execution of the *works*. An estimate for such maintenance should be clearly listed as a take-out price at time of tender.

## 4 PLANT AND MATERIALS STANDARDS AND WORKMANSHIP

### 4.1 Building works

Where the Association of South African Quantity Surveyors Model Preamble for Trades 1999 is used within the Works Information, the following interpretations and meanings shall apply:

- 4.1.1 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 (whether standard or written as a particular project specification) contained in the Works Information and the *Conditions of Contract*, the *Conditions of Contract* take precedence within the NEC3 ECC contract.
- 4.1.2 In case of any conflict in interpretation, ambiguity or discrepancy between any Model Preamble for Trades 1999 and the Works Information and Specifications, Works Information and Specifications shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under NEC3 ECC Clause 17.1.
- 4.1.3 Within the Model Preambles for Trades 1999, the following amendments and interpretations shall apply:
  - Where the word or expression "Principal Agent" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.
  - Where the word or expression "*Contractor*" is used, read "*Contractor*".
  - Where the word or expression "Engineer" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.
  - Where the Model Preambles for Trades 1999 mention "rates" for measured work and any contractual statements relating to payment, all such statements shall be discounted, with the NEC3 ECC *Conditions of Contract* taking precedence.
- 4.1.4 Within the Model Preambles for Trades 1999, Section A: General, the following amendments and interpretations shall apply:
  - Where the word or expression "bills of quantities" is used, this shall be discounted for the purposes of the Works Information. The NEC3 ECC Contract Data - Part One states the main option to apply within the NEC3 ECC contract between the Parties.
- 4.1.5 Within the Model Preambles for Trades 1999, Section B: Alterations, Section B.2: Materials from the Alterations, Credit, etc. and Section C: Earthworks; Clause C1.4 Materials from Demolitions shall not apply. The Works Information states details of the *Contractor's* title (if any) to Materials arising from excavations and/or demolitions and how such Materials are either to be disposed of or re-used in the *works*.



## 4.2 Civil Engineering and Structural works

Where the SANS 1200 series of Specifications are used within the Works Information, the following interpretations and meanings shall apply:

- 4.2.1 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in the Works Information and the *Conditions of Contract*, the *Conditions of Contract* take precedence within the NEC3 ECC contract.
- 4.2.2 In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification and the Works Information and Specifications, the Works Information and Specifications shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under NEC3 ECC Clause 17.1.
- 4.2.3 Within SANS 1200 A: GENERAL, the following amendments and interpretations shall apply:
- Where the word or expression "*Employer*" is used, read "*Employer*".
  - Where the word or expression "*Contractor*" is used, read "*Contractor*".
  - Where the word or expression "*Engineer*" is used, read "*Project Manager*" or "*Supervisor*" as the context requires.
  - Where the word or expression "schedule of quantities" is used, this is deleted in entirety. Assessment and payment are in accordance with the *Conditions of Contract* (and the NEC3 ECC main and secondary options stated therein).
- 4.2.4 Within SANS 1200 A: GENERAL 2.3 DEFINITIONS, the following apply:
- "Acceptable, Acceptance, or Approved (Approval)" is interpreted as either a *Project Manager* or a *Supervisor* communication or instruction in relation to Works Information compliance, consistent with the *Conditions of Contract* as the context requires.
  - "Adequate" is deleted. The *Project Manager* notifies the *Contractor* where the *Contractor* has not complied with the Works Information.
  - "Measurement and payment" and the further definitions contained within 6.3 c) are deleted. Assessment and payment are in accordance with the *Conditions of Contract* (and the NEC3 ECC main and secondary options stated therein).
- 4.2.5 Within SANS 1200 A: GENERAL 2.6 APPROVAL, the following applies:
- "Approval" by either the *Project Manager* and/or the *Supervisor* is without prejudice to NEC3 ECC Clause 14.1 and, inter alia, NEC3 ECC Clauses 13.1, 14.3 and 27.1.



4.2.6 SANS 1200 A: GENERAL 2.8 ITEMS IN SCHEDULE OF QUANTITIES, is deleted in its entirety. Assessment and payment are in accordance with the *Conditions of Contract* (and the NEC3 ECC main and secondary options stated therein).

4.2.7 Within SANS 1200 A: GENERAL 7.1 PLANT, the following applies:

- Where the word or expression "Plant" is used, read "Equipment".

4.2.8 SANS 1200 A: GENERAL 7.2 *CONTRACTOR'S* OFFICES, STORES AND SERVICES, applies but the *Project Manager* resolves any inconsistency with statements included the Works Information.

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

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

4.2.10 SANS 1200 A: GENERAL 3.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in the Works Information and in any case and at all times consistent with the *Conditions of Contract*.

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

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

4.2.12 SANS 1200 A: GENERAL 8 MEASUREMENT AND PAYMENT, is deleted in its entirety. Assessment and payment are in accordance with the *Conditions of Contract* (and the NEC3 ECC main and secondary options stated therein).

4.2.13 The principles, meanings and interpretation stated and established within section 4.2 with respect to SANS 1200 series and to SANS 1200 A: GENERAL equally apply to the other SANS 1200 specification references used within the Works Information.

### 4.3 Electrical Engineering works

4.3.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information and Specifications, and the term "Equipment" (or the like) is used with the meaning of installations and items forming part of the works, this shall be read as the term "Plant" in accordance with the NEC3 ECC defined term compliance. The *Contractor* shall present the detail design to the Engineer for acceptance before proceeding to implementation stage.

4.3.2 Once the detail design has been reviewed and accepted by the Engineer the *Contractor* shall proceed with the following:

- Manufacture various power plant equipment and control plant equipment.

- Supply, transportation and installation of circuit breaker to supply new infrastructure
  - Supply, transportation and installation of all power cables.
  - Supply, transportation and installation of cable management system.
  - Supply, transportation and installation of lighting and lighting control.
  - Pre-commission and commission test for the new installation.
  - After the Engineer is satisfied with the new installation, energise the new asset into services.
- 4.3.3 The *Contractor* shall verify fault levels for the location. The fault level shall be communicated to the engineer for acceptance.
- 4.3.4 The *Contractor* shall perform calculations to protect the equipment against direct lightning strikes. The *Contractor* shall submit his calculations to the Engineer.
- 4.3.5 The *Contractor* shall perform insulation coordination studies to protect the equipment against indirect lightning strikes. The *Contractor* shall submit his calculations to the Engineer.
- 4.3.6 The *Contractor* shall ensure the distribution board selectivity/ coordination to prevent unnecessary tripping. The *Contractor* shall submit his calculations to the Engineer.
- 4.3.7 Despite any checks done by any of the Engineer, it remains the *Contractor's* responsibility to check his designs for compliance to the Contract Specification. For all his designs, the *Contractor* shall provide proof of certification by a suitably competent Professional Engineer in terms of the Engineering Act. All test copies of drawings shall carry the signature of that professional. With the *Contractor's* final submission of an as-built drawings.
- 4.3.8 The *Contractor* shall correct, re-check and re-submit any portions of his design not complying with the Contract Specification. The Engineer need not give exhaustive details of why he does not accept the *Contractor's* design or portions thereof.
- 4.3.9 The *Contractor* shall supply data for all drawings in Auto Cad format. If *Contractor* receives from the Engineer any existing as-built drawings as pdf files, the *Contractor* shall update such pdf files where necessary and shall attach each pdf file to the new/updated Auto Cad drawing.
- 4.3.10 The *Contractor* shall ensure that the Engineer is involved during both FAT's and SAT's of the various equipment/materials.
- 4.3.11 All relevant test, maintenance, operational, etc. documentation as well as relevant training shall form part of the works

## **SECTION 2**

### **5 MANAGEMENT AND START UP**

5.1.1 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.

#### 5.1.2 Types of Management Meetings

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

*Table 2: Meeting Structure for project*

<b>No</b>	<b>Title and purpose</b>	<b>Approximat eintervals</b>	<b>Location</b>	<b>Attendance by:</b>
1	Risk Management Workshop: Risk register and compensation events	As risks arise	To be communicated on the kick-off meting	<i>Project Manager, Supervisor , Contractor and appropriate key persons</i>
2	Progress Meeting: Overall contract progress and feedback	Monthly	To be communicated on the kick-off meting	<i>Employer, Project Manager, Supervisor , Contractor and appropriate key persons</i>
3	Technical Meetings	Every two weeks Day: Wednesday	To be communicated on the kick-off meting	Appointed and appropriate key persons
4	Safety, Health, Environmental Audits, SHE Meetings: SHE matters	Monthly	To be communicated on the kick-off meting	Appointed and appropriate key persons

## **5.2 Document control**

All contract correspondence shall be issued through Project Manager. All hardcopy communication will be delivered to the Project Manager's office. In the event of urgent communication, electronic communication can be transmitted to the Project Manager. Project Delivery Unit filing system will be utilized, any document will be delivered via document control with a proof of transmittal.

## **5.3 Safety risk management**

The Service Provider shall comply with all applicable health and safety laws and regulations pertaining to safety, health, environment protection, fire protection and security, which are applicable to the location where the activity is being carried out. The Service Provider shall also comply at all times with the requirements as set forth by TNPA Health and Safety Specifications, Policies, Rules and Regulations, written instructions, and all requirements stipulated in the contract.

The Service Provider shall demonstrate adequate levels of insurance for workman's compensation and general liability, recovery measures related to or arising out of the performance of the contract in order to protect the work, the personnel, and property of Transnet National Ports Authority, Service Provider, sub-consultants, all third parties and the public from hazards and risks associated with the planning and execution of work.

The Service Provider shall disclose to the Employer, if they are going to contract with a sub-contractor to perform any of the work. The agreement will also cover a site-specific health and safety plan for the contracted work. Any contract terms and conditions agreed to with the Service Provider shall also apply to sub-consultant individuals and companies.

## **5.4 Environmental constraints and management**

The *Contractor* shall adhere to all regulations enforced by law or agreement concerning the environment. The Contractor is required to identify any environmental impact, requirement, or application attributed to the implementation of the works. The environmental risks shall be investigated, confirmed, and an appropriate course of action implemented to address said risk. The Contractor shall submit the Environment Management Plan (EMP) to the Project Manager for scrutiny and approval.

The following shall also be noted and adhered to by the Service Provider, where required:

- The principles in section 2 of the National Environmental Management Act, 1998 (Act 107 of 1998) shall be considered and upheld in the development and implementation of the works.
- The design shall, where relevant, consider water demand management throughout the project lifecycle;

- An attempt shall be made during the design process to identify and quantify the possible sources of contamination from the design which could pollute surface and groundwater resources
- All requirements of the National Water Act, 1998 (Act No. 36 of 1998) shall be complied with;
- The energy efficiency of the design shall be calculated where possible and compared with available best practice examples;
- The requirements of the National Environmental Management: Air Quality Act, 2004 (Act 39 of 2004) shall be complied with;
- The design shall, where practical, consider the use of waste material as a substitute for new material; and
- An attempt shall be made during the design process to identify and quantify the possible sources of waste generated by the design throughout its life and opportunities for reuse and recycling of the waste shall be considered

### **5.5 Quality assurance requirements**

The Contractor submits his Quality Management System documents to the Project Manager as part of his programme under NEC3 NEC3 ECC Clause 31.2 to include details of:

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

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

### **5.6 Programming constraints**

The Service Provider shall present the first works programme and all subsequently revised programmes in hard copy format printed in full colour in A3 size, and a soft copy version on both 'native' and pdf format.

The Service Provider shall submit the Level 4 programme (see below) to the Employer for acceptance in the period stated in the Contract Data.

The Service Provider shall use MS Project (or similar, subject to written notification & acceptance by Employer) for his programme submissions.

The Service Provider shall indicate on the programme submitted for acceptance and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating the order and timing of the operations which the Consultant plans to do in order to provide the works.

The Service Provider's programme shall show the duration of operations in working days.

The Service Provider's programme shall show the following levels:

- Level 1 Master Schedule - defines the major operations and interfaces between research, information gathering, options development, engineering design, modelling, option costing, report writing and Completion.
- Level 2 Project Schedule - summary schedules 'rolled up' from Level 3 Project Schedule described below
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to completion. The Employer shall be notified of any subsequent layout changes and/or corresponding filters on revised programmes.
- Level 4 Project Schedule - detailed discipline speciality level developed and maintained by the Service Provider relating to all operations identified on the programme representing the daily activities by each discipline
- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 3-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.

#### **5.7 *Contractors' 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) and shows how such Key people communicate with the Project Manager, the Supervisor and their delegates. The Contractor must use his own discretion to appoint key personnel in his organogram. The roles and responsibilities may be shared amongst key personnel in the Contractor's organogram. The suggested appointments serve as guidelines only and the contractor should use his experience to determine the amount of key personnel required to fulfil the scope of the project.

Key personnel should include at least, amongst others but not limited to:

- Project Manager;
- Site Agent/Construction Manager;
- Pr Eng/Tech Civil;
- Pr Eng/Tech Geotechnical;



- Pr Eng/Tech Structural;
- Pr Eng/Tech Electrical;
- Pr/Tech Surveyor;
- Environmental Officer;
- Health & Safety Officer.

## **5.8 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 (NEC3 NEC3 ECC Clause 60).

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

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

## **5.9 Plant and materials**

The *Contractor* provides Plant and Materials for inclusion in the works in accordance with SANS 1200A sub-paragraph 3.1, unless otherwise stated elsewhere in the Works Information provided by the *Employer*. All Plant and Materials shall be new, unless the use of old or refurbished goods and/or materials are expressly permitted as stated elsewhere in this Works Information or as may be subsequently instructed by the *Project Manager*.

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

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

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



## **5.10 Contractors (including temporary works)**

### General constraints

#### 5.12.1 Use of the Site

The Site is located at the entrance to the Small Craft Harbour of the Port of Saldanha. The Contractor should note that the site is located at the entrance to the Small Craft Harbour Precinct and therefore care should be taken to cause minimal disruptions to operations. The site is occupied by TNPA Security department personnel and contractors and therefore provision should be made for temporary accommodation for them during construction. The TNPA Security Supervisors will be relocated to an alternative site for the duration of the project, therefore provision only needs to be made for the security contractor.

#### 5.12.2 Access to the Site

The site is located at the Small Craft Harbour in the Port of Saldanha. The route to the site is controlled by an access control point operated by the Department of Forestry and Fisheries. The contractor shall be responsible for any permits obtained for access to the site and the overhead costs shall be deemed to be inclusive of the cost for access permits issued by third parties.

A Site Access Certificate will be issued to the Contractor once the Contractor's SHE file is approved. Access to all TNPA sites is controlled by the TNPA Security department and their appointed service provider

#### 5.12.3 Deliveries

Deliveries made to site should be declared to the security personnel on duty by means of a material list.

#### 5.12.4 Noise and vibrations

Noise and vibrations during construction should be kept to a minimum. The Contractor shall inform the site occupants whenever operations on site will cause noise and/or vibrations. The Contractor shall provide the site occupants with hearing protection should the operations on site because noise levels above the recommended level for safe working conditions. The provision of personal protective equipment to other site occupants, as a result of site conditions, shall be for the cost of the Contractor.

#### 5.12.5 Working Hours

Normal working hours are between 07:00 and 17:00 Mondays to Fridays. The site is however occupied on a 24-hour basis, seven days a week. The Contractor must obtain written permission to work outside the stated normal working hours at least 24 hours before such work is to be undertaken. TNPA will not unreasonably withhold permission.

#### 5.12.6 Parking

There is limited space for parking on the site and the Contractor should take care not to park in areas that may limit traffic flow. The designated area for parking is across



the road from the building that is to be refurbished. The Contractor's site should however be set up in a manner that allows for the movement of abnormal vehicles through the entrance on an ad hoc basis.

#### 5.12.7 Contractor's Equipment

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

All plant used by the Contractor on site shall be properly maintained and operated. Equipment used in all areas is to be intrinsically safe. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A checklist/register shall be implemented which lists the operators' qualifications and medical records. All equipment supplied by the Contractor will comply with the relevant standard specifications.

#### 5.12.8 Use (or non-use) of explosives

No blasting operations shall be carried out, without prior knowledge and joint consent of the Project Manager and the Supervisor. Such consent is unlikely unless there is no alternative.

#### 5.12.9 Restrictions on the use of hazardous materials

No use of hazardous materials may take place without proper precaution. Any use of hazardous material must first be communicated with the Project Manager.

#### 5.12.10 Storage of fuel and chemicals

The contractor shall ensure that all fuel and chemicals are stored in their original containers and if not, the containers containing fuel and chemicals are clearly labelled.

#### 5.12.11 Pollution, ecological or environmental impacts

The Contractor shall appoint a responsible person to ensure that no accident shall occur on site that could cause pollution. Where the Contractor was negligent and caused any form of pollution the damage shall be rectified at the Contractor's cost.

#### 5.12.12 Interfaces between the works and existing things

The Contractor must make sure that their employees do not interfere with Transnet National Ports Authority assets. Any damage to any Transnet National Ports Authority assets during construction will be repaired by the Contractor at their own cost.

#### 5.12.13 Occupied premises and users

The premises is currently occupied by TNPA Security supervisors and Security Contractor staff. The Contractor should not interfere with the duties of any security personnel on site.

#### 5.12.14. Employer specific policies and procedures

The Contractor must comply with SHE policies, procedures and requirements. The SHE

file with all required information shall be submitted to the project manager for review within ten (10) days after the issuing of the purchase order.

### 5.11 Transfer of Skills

The Service Provider will be required to provide design experience to at least one TNPA Candidate Civil Engineer. The Candidate Engineer should be supervised by a suitably qualified Registered Professional Engineer. The Candidate Engineer will be required to produce an ECSA-registration level design report based on the experience, which should be reviewed and signed by the Professional Engineer before the final design report is submitted to TNPA.

## 6 PROCUREMENT

### 6.1 The *Contractors* invoices

When the *Project Manager* certifies payment (see NEC3 Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission. Timing and procedure for submitting invoices will be presented at the kick-off meeting following award.

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

The invoice states the following:

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

Where applicable the invoice contains the following supporting detail:

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

The invoice is presented as an original.

## Part C4: Site Information

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## Part C4: Site information

### 1. Description of the site and its surroundings

#### 1.1. General description

The site is in the Port of Saldanha, approximately 150 km north of Cape Town. The site location is at the entrance of the Small Craft Harbour indicated in Figure 1.1. The Small Craft Harbour Entrance provides access to the Breakwater, Port Control building, Lighthouse Services and Fender Maintenance Workshops as well as the Marine Services operational area.

The Small Craft Harbour area is separated from the rest of the port by the town of Saldanha Bay. Due to its isolation from the rest of the port, this section has been made open to the public for recreation activities, where the operational areas have been fenced in with palisade fencing and access control equipment.



Figure 1.1: Port of Saldanha layout – location of Small Craft Harbour

#### 1.2. Site location

The site where the works shall be executed are at the entrance of the Small Craft Harbour area, as shown in Figure 1.2.





Figure 1.2: Site location

## 2. Access limitations

### 2.1. Induction

All personnel part of the Service Providers team required to undertake any site work (e.g. inspections, construction) at the Port of Saldanha shall undergo safety induction. All Port of Saldanha rules, regulations and procedures in connection to health, safety and environment are presented during the induction.

### 2.2. Access control permit

Access cards are required to access the Port of Saldanha. These shall be issued to the Service Provider's personnel. The following will be required prior to the issuing of access cards:

- i. Proof of induction for each personnel member of the Service Provider (i.e. copy of attendance register)
- ii. Formal request in the form of a signed letter on a company letterhead indicating:
  - The reason for request, i.e., 'company' contracted to 'TNPA Port of Saldanha' to render 'services' for the 'mentioned project'.
  - The list of persons, with their ID numbers, to be issued with access cards.

- The approximate period of access to be granted expressed in months or years if more than 12 months.
- iii. Copies of certified Identity Document / Card for everyone requiring the access card.

### **Foreign Nationals**

All Foreign National are subjected to Immigration security checks and must attach clear copies of below documents in PDF format:

- a. Fully completed Applicate personal detailed, permit personnel detail. These documents will be submitted by the Project Manager to the service provider to complete.
- b. Signed Letter from employer confirming:
  - i. employment details of applicant,
  - ii. reasons for requesting access,
  - iii. areas where access of required,
  - iv. and acceptance of all liability of actions in the Port Precinct by the applicant.
- d. Biographic data page of passport and
- e. Visa status in the passport or
  - i. work permit or
  - ii. refugees or asylum permit.

### **Port Access Cards**

- Photo and fingerprint will be taken at the security permit office. The first issue of the Port Access Cards is free, and the cost of replacement (if lost, damaged) is R467.64, including VAT, subject to yearly tariff increase every 1st of April.
- Any change of employment must be communicated via an official letter to the security permit office for ID Cards to be block on the access control system.
- The holder of the access card will be required to produce a confirmation letter from their new employer before activation of an access card and the cost associated with the re-print will be applicable.
- Any changes required on an access card (name change, ID/ Passport number change/ change of employer), the cost of a re-print will be applicable.

### 2.3. Working hours

Normal working hours at the Port of Saldanha are from 08:00 to 16:30, Monday to Friday. Working hours may be varied on mutual agreement between the Employer and the Service Provider.

### 3. Drawings

The following drawing(s) must be studied prior to commencing any works on site.

Drawing number	Description
Underground services	Upgrade of Port Entrances – services



## **Safety, Health & Environmental (SHE) Specification for:**

**PROJECT DESCRIPTION:** UPGRADE OF PORT ENTRANCE AT SMALL CRAFT HARBOUR, AT THE PORT OF SALDANHA.

**ISSUED:** APRIL 2022

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

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## 1. Introduction

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

The purpose of the abovementioned Specification is to:-

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

## 2. Scope of Work

The scope of work entails the **Upgrade of Port Entrance at Small Craft Harbour, at the Port of Saldanha. The works will include the construction of a new canopy structure, road widening for a bypass lane, building extension and associated services reticulation.**

### CONTEXT

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

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

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

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

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

### 3. Abbreviations and Definitions

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

“Purpose of the Act” –

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

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

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

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

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

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

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

The certificate will reflect the -

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

The certificate will be issued without any alterations.

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

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

“OHS” means Occupational Health and Safety

“Section 37(2) Agreement” – means

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

“SHE” - means Safety Health and Environment

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

“TNPA” - means Transnet National Ports Authority

## **4. Responsibilities**

### **4.1 TNPA SHE Department shall:**

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

### **4.2 Client (TNPA)**

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

### 4.3 Principal Contractor

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

### 4.4 Other Joint Responsibilities

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

### 4.5 Principal Contractor's General Duties

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

#### 4.5.3. Legal Liabilities

Common Law and Legislation

Based on two main criteria –

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

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

## 5. Safety, Health and Environmental Risk Assessments

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

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

### 5.1. Arrangements for Controlling Significant Site Risks

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

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

### 5.2. Development of Risk Assessments

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

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



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

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

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

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

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

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

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

1. Restricted working area
2. Working at heights
3. Exposure to hazardous chemical/material.
4. Exposure to noise
5. Excavations./Underground services
6. Uneven surfaces
7. Traffic /vehicle movement
8. Manual Handling
9. Weather condition - dehydration and heat exhaustion
10. Weather conditions- wet and cold conditions

### 5.3. Roles and Responsibilities for Risk Assessments

#### 5.3.1. TNPA

##### The Port of Saldanha shall:

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

#### 5.3.2. The Contractor shall

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

#### 5.3.3. Other Requirements

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

### 7.4 Procedure

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

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

#### **5.4. Review of Risk Assessment**

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

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

## 5.5. Safe Operating/ Work Procedures

### Specific Rule #1

**DO NOT work in hazardous areas without proper procedure being followed**

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

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

## 6. Occupational Health and Safety Management

### 6.1.1. Standard setting

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

### 6.1.2. Communication and cooperation

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

### 6.1.3. Information and training for people on site

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

### 6.1.4. Welfare

The arrangements for the provision and maintenance of welfare facilities.

### 6.1.5. Site rules

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

### 6.1.6. Emergency procedures

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

### 6.1.7. Reporting of incident information

#### Specific Rule # 2

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

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

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

OR where:

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



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

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

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

## **6.2. Structure and Organisation of SHE Responsibilities**

### **6.2.1. Overall Supervision and Responsibility for SHE**

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

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

### **6.2.2. Further (Specific) Supervision Responsibilities for SHE**

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

## 7. Safety, Health and Environmental File

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

### **IMPORTANT:**

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

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

9.1 The SHE file requirements are defined in terms of -

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

9.2 The SHE file will contain the following documentation;

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

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

## 8. SHE Inspections

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

### 8.1. Housekeeping

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

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

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

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

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



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

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

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

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

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

### Specific Rule # 3

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

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

- a) Hand protection
- b) Head protection

### Specific Rule # 4

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

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

## 10. Infection Control

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

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

## 11. Equipment and Machinery

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

## 12. Tools and Equipment

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

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

### **13. Training**

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

#### **13.1. SHE Induction Programme**

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

#### **13.2. General Induction Training**

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

#### **13.3. Site Specific Induction Training**

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

### **14. Periodic Medical**

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

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

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

## 15. SHE Signage on plant and in buildings

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

## 16. SHE Objectives and Targets

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

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

## 17. SHE Communication & Awareness

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

## **18. Incident/Accident Reporting & Investigation**

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

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

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

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

## 18.2. Occurrences reporting & investigation

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

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

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

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

## 19. Insurance

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

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

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

Such policy shall:

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

The contractor shall:

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

## 20. Security

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

## 20.1. Access Control

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

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

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

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

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

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

## 21. Environmental Management Plan

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

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

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



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

The Contractor is made aware of the following specifics:

### 21.1. Licensing and Permits

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

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

#### Specific Rule # 5

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

- e) Working at height (above 2 meters)

#### Specific Rule # 6

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



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

## 21.2. Waste management

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

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

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

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

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

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

## 21.3. Indigenous plants and animals

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

## **22. Transportation**

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

## **23. General Site Procedures**

Servicing and fuelling should preferably occur off site.

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

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

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

### **23.1. General Inspection, Monitoring and Reporting**

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

### **23.2. Contractor's audits and inspections**

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

### **23.3. Other audits and inspections by TNPA**

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

### **23.4. Recording and review of inspection results**

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

### 23.5. Review

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

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

## 24. Site Rules and other Restrictions

### 24.1. Site SHE Rules

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

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

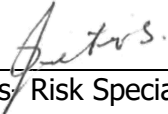
## 25. Records

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

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**Issued by:** SHE Department, Port of Saldanha

**Approved by:**

  
Netaneel Pieters, Risk Specialist

11 April 2022

Date



**Transnet**

**Principal Controlled Insurance Manual  
(PCI)**

Contract Works

Contractors Public Liability

Professional Indemnity

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

For use by the Insured parties

**Updated 2022 2023**

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# 1 Introduction

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

The program is designed to effectively manage insurable construction risks.

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

## 1.1 Benefits of the PCI Insurance Program

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

## 1.2 Administrative Arrangements

### 1.2.1 Projects falling outside the scope of PCI

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

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

### **1.2.2 Tender Stage of Contracts**

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

### **1.2.3 Contracting outside the Territorial Limits**

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

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

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

#### 1.2.5 Information to be shared with all Insured parties

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

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

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

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

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

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

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

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

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

Claims must be notified within 30 Days after incident.

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



## 2 PCI Insurances Arranged by Transnet

### 2.1 Insurance Cover Applicable to All Contracts other than Excluded Contracts

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

### **3 Claims Administration**

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

#### **3.1 Engagement of Nominated Loss Adjusters for Contract Works Claims**

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

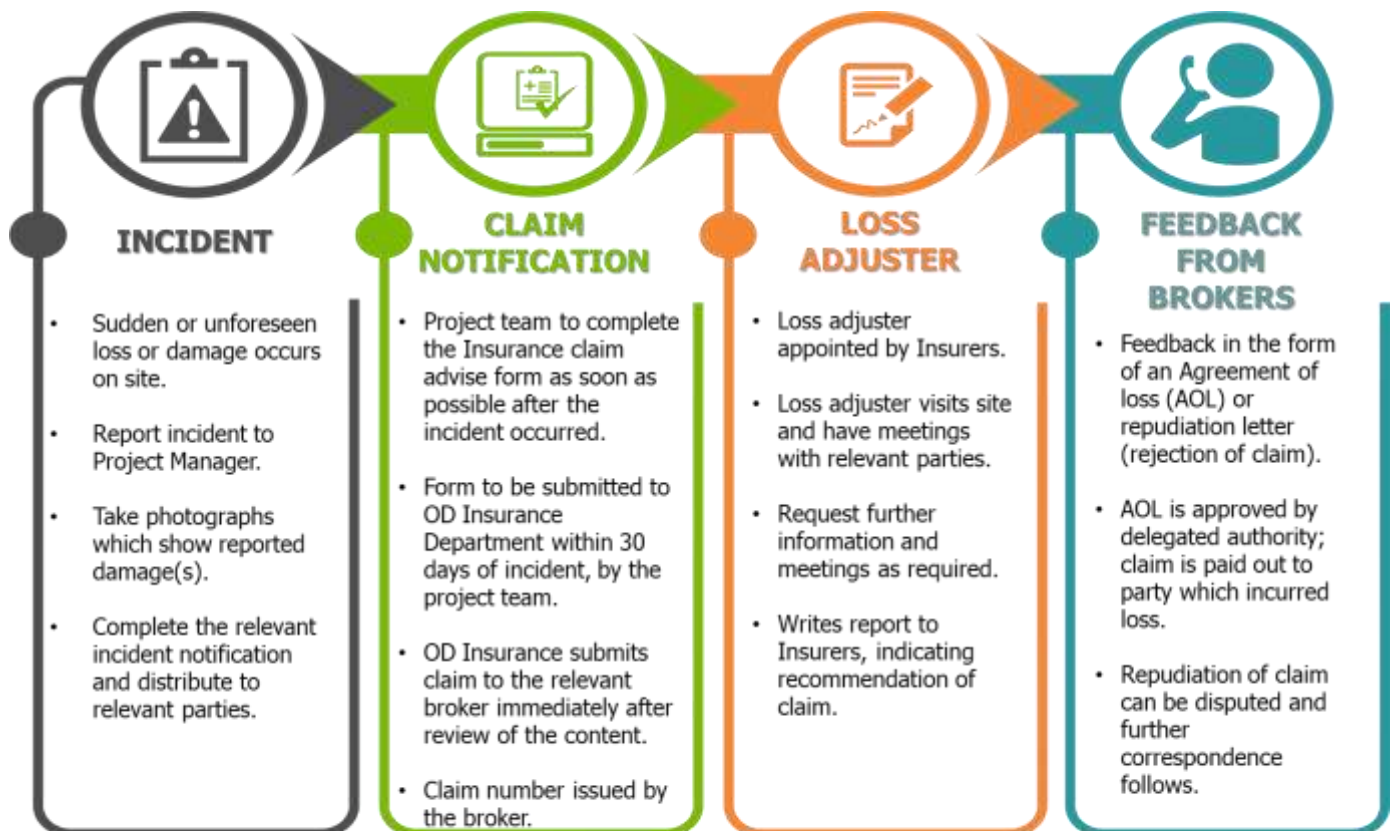
#### **3.2 Insurance Claims Principals**

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

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

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

### 3.3 Insurance Claims Process



## **4 Summary of Contract Works Insurance**

### **4.1 Scope of Cover: Contract Works**

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

### **4.2 The Insured Party (ies)**

#### **4.2.1 As Employer and Named Insured:**

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

#### **4.2.2 The Contractor:**

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

#### **4.2.3 Sub-Contractors:**

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

#### **4.2.4 To the extent required by any contract or agreement;**

- a) transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract;
- b) project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities arising at the Contract Site provided always that any such person shall not be insured in respect of liability loss or damage arising out of such person's error or omission in the performance of the professional services for which he was appointed;
- c) any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract;
- d) all for their respective rights and interests

### **4.3 The Contract Site**

Any location within the Territorial Limits upon which The Insured Contract is to be executed or carried out as more fully defined in The Insured Contract documents together with so much of the surrounding area as may be required or designated for the performance of The Insured Contract.

### **4.4 Territorial Limits**

The Republic of South Africa.

### **4.5 Insured Contracts**

All Contracts (including any undertaking awarded or commenced prior to Inception of the Period of Insurance) involving design, construction, Performance Testing and Commissioning in respect of the Works and shall Include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but

#### **Excluding:**

- a) contracts which at award stage have a value in excess of R 1,000,000,000;
- b) contracts with an estimated construction period exceeding 48 months but increasing to 60 months in respect of rail maintenance contracts and Transnet Freight and Rail contracts for logistical support for inline inspections and identification of defects over a 5 year period in respect of Transnet's pipeline assets (excluding Defects Liability/Maintenance period);
- c) contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured;
- d) contracts in or on any aircraft;
- e) Off-shore contracts;
- f) Wet Risk Contracts which at award exceeds R500,000,000;
- g) Dam Contracts
- h) Tunnel contracts which at award exceeds R50,000,000;
- i) Tunnel contracts using tunnel boring machines;
- j) Underground Mining Contracts;
- k) Horizontal Directional Drilling Contracts which at award exceeds R500,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

## 4.6 Definitions

- 4.6.1 **"Off-shore contracts"** means all works and installations in the sea or on the seabed including dredging which are accessible only by ship boat barge or helicopter and do not constitute normal wet works like harbours moles bridges wharves or sewage or cooling water intake or outlet facilities. "Off-Shore Contracts" shall include oilrigs and oil platforms (but not including oil platforms when connected to the land on completion). The term shall not apply to pre- fabrication works on land associated with an Off-Shore Contract.
- 4.6.2 **"Wet Risk Contracts"** shall mean any Contract and/or Works where more than thirty-five (35) percentile of its value is in a permanent body of water or is below the high water mark of any tidal body of water. The term shall include contracts for the construction of wharves, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to on-shore facilities and canal developments. Wet Risks shall exclude Off-Shore Contracts;
- 4.6.3 **"Dam Contracts"**, which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;
- 4.6.4 **"Horizontal Directional Drilling Contracts"**, means micro-tunneling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.
- 4.6.5 **"Tunnels"** means Tunnels (Including declines) involving all of the following;
- a) Works below ground level; and
  - b) tunneling machinery below ground level; and
  - c) a tunneling crew operating the machinery below ground level;
  - d) But shall not include Horizontal Directional Drilling Contracts.
- 4.6.6 **"Horizontal Directional Drilling Contracts"**, means micro-tunneling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.
- 4.6.7 **"Underground Mining Contracts"**, which shall mean any contract involving underground mining.
- 4.6.8 **"normal action of the sea"**, Normal action of the sea means the state of the sea, which manifests itself up to No. 8 on the Beaufort scale, or the state of the tides, current and wave action of the sea, which must be statistically expected to occur once during a 10 year period, whichever is the more onerous.
- 4.6.9 **Major Perils** shall mean damage caused by storm, rain, tempest, wind, flood, theft, malicious

damage, subsidence, collapse, earthquake, testing or commissioning and the consequences of defective design, specification, materials or workmanship (DE4).

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

#### **4.7 Testing Period**

Limited to 120 Days (not necessarily consecutive).

#### **4.8 Maintenance/Defects Liability Period**

Limited to a maximum of 24 Months

#### **4.9 Main Policy Extensions**

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

## **4.10 Special Conditions/Warranties**

### **4.10.1 Open Trench Limitation**

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

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

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

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

As demonstrated below:

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

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



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

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

#### **4.11 Main Policy Exclusions**

The Policy Excludes:

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

#### 4.12 Deductibles

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

<b>Contracts with a contract value:</b>	<b>Major perils</b>	<b>Minor perils</b>
0 to R100,000,000	R25,000	R 15,000
R100,000,001 to R250,000,000	R50,000	R15,000
R250,000,001 to R500,000,000	R100,000	R25,000
R500,000,001 to R1,000,000,000	R150,000	R25,000

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

4.12.2 LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

<b>Contracts with a contract value</b>	<b>Deductible</b>
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

#### 4.13 Synopsis of Contract Works Cover

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

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

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

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

Provided that such deemed period does not exceed 24 months.

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

##### **4.14.1 Laid Pipes Warranty**

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

##### **4.14.2 Rail Track Re-Profiling Warranty**

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

#### **4.15 Used Plant – Basis of Loss Settlement**

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

#### **4.16 Special Conditions Concerning the Construction of "Wet Risks"**

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

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

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

#### **4.17 Warranties relating to the Construction of "Wet Risks"**

The insured shall where practical:

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

#### **4.18 Special Conditions Concerning Piling Works**

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

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

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

#### **4.19 Serial Losses in respect of Locomotives and Rolling Stock**

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

#### **4.20 Cessation of Work**

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

## **5 Contract Works SASRIA Summary**

### **5.1 Indemnity**

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

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

### **5.2 Policy Exceptions**

The policy does not cover:

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



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

### 5.3 Special Conditions

All the terms, conditions, exclusions, exceptions and warranties applicable to the Underlying Policy, other than:

- a) Exception A(ii), A(iii)(b), A(iv), A(v) and A(vii) to the extent that A(vii) refers to A(i); A(iii))b), A(iv), A(v) and A(vi); and
- b) The Burden of Proof Clause set out in Exception A to the extent that such Clause refers to the
- c) The Sasria Coupon incorporates the Terms, Conditions, Exceptions, Exclusions and Warranties of the underlying Policy to which it attaches. It does not automatically incorporate the Extensions.

The following extensions and limits will apply to the SASRIA cover noting that these limits are not in addition to the maximum limit of indemnity of R500 million in the aggregate during the policy period:

Costs & Expenses	R 50,000,000
Surrounding Property	R 55,000,000
Surrounding Property - Worked Upon	R 55,000,000
Professional Fees	R 50,000,000
Expediting Expenses	R 50,000,000
Surrounding Property - Watercraft	R 55,000,000
Fire Brigade/Public Authorities	R 20,000,000
Public Authorities Reinstatement	R 10,000,000
Road Reserve & Servitude Extension	R 10,000,000
Documentation	R 2,000,000
Claims Preparation Costs	R 10,000,000
Public Relations Expenses	R 1,000,000
Security/Protection Costs	R 8,695,652

### 5.4 Additional Contract Works Excess of Loss Cover

In addition to the R500 million (VAT Inclusive) limit of indemnity provided by the above primary Contract Works SASRIA cover, Transnet have purchased an additional Excess Of Loss coupon from SASRIA for a limit of indemnity of R1 billion (VAT Inclusive) in the aggregate in excess of the primary R500 million (VAT Inclusive) limit of indemnity.

## **6 Contractors Public Liability Insurance Summary**

### **6.1 Cover Provided**

Legal Liability to pay as compensation for and in consequence of:

- a) Death of, injury to, illness, or disease contracted by any person.
- b) Loss of / or physical damage to tangible property.

Occurring during the period of insurance and arising out of or in connection with the performance of the Insured Contracts.

### **6.2 The Insured**

#### **6.2.1 As Employer and Named Insured:**

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

#### **6.2.2 The Contractor:**

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

#### **6.2.3 Sub-Contractors:**

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

#### **6.2.4 to the extent required by any contract or agreement;**

- a) transporters, suppliers, manufacturers, vendors, other persons, persons providing storage facilities, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract;
- b) project managers, architects, land surveyors, quantity surveyors, engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities;

all for their respective rights and interests.

### 6.3 Territorial Limits

The Republic of South Africa.

### 6.4 Insured Contracts

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but

#### Excluding:

- a) Contracts, which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

### 6.5 Policy Limits

Contractors Public Liability	R100,000,000 any one occurrence / unlimited during the Period of Insurance
Contractors Negligent Removal or weakening of Support	R100 000 000 any one occurrence and R100,000,000 per site in the aggregate during the Period of Insurance.

Statutory Legal Defense Costs	*R5 000 000 in the aggregate during the Period of Insurance.
Arrest / Assault / Defamation	*R5 000 000 in the aggregate during the Period of Insurance.
Emergency Medical Expenses	R5 000 000 any one occurrence
Prevention of Access	*R5 000 000 in the aggregate during the Period of Insurance.
Trespass / Nuisance	*R5 000 000 in the aggregate during the Period of Insurance.
Claims Preparation Costs	R5 000 000 any one occurrence

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

## **6.6 Deductible(s)**

R50,000 per occurrence but increased to R5,000,000 in respect of Spread of Fire and/or Hot Works and R250,000 in respect of Sudden and Accidental Pollution and/or Goods on the Hook.

## **6.7 Main Policy Exceptions**

- 6.7.1 The amount of the policy deductible;
- 6.7.2 Death or injury to own employees;
- 6.7.3 Motor vehicle liabilities under legislation or as defined in Multi-lateral Motor Vehicles Accident Fund No. 93 of 1989 as amended;
- 6.7.4 Arising out of the ownership, hire leasing or operation of any airport, airstrip or helicopter pad;
- 6.7.5 Property belonging to the Insured or in his care custody and control;
- 6.7.6 Property forming part of Contract Works;
- 6.7.7 Fines, penalties, punitive and exemplary damages;
- 6.7.8 Rectification of the works arising out of design, formula, specification, supervision, treatment or advice given for a fee;
- 6.7.9 Gradual pollution and contamination;
- 6.7.10 Ownership hiring or leasing of any aircraft, watercraft or hovercraft;
- 6.7.11 War, terrorism, asbestos and nuclear risks; and
- 6.7.12 Professional Indemnity.
- 6.7.13 Covid 19 and infectious diseases.

## **7 Project Professional Indemnity Insurance Summary**

### **7.1 Cover Provided**

#### Professional Indemnity

- a) In respect of damages, which the Insured shall become legally liable, to pay in consequence of neglect, error or omission by or on behalf of the Insured in the conduct or execution of their Professional Activities and Duties as defined.
- b) Prior To Handover/Rectification - against loss arising out of any defect in the works discovered prior to the issue of any practical completion or take-over certificate provided that any such defects are caused by a negligent breach of a Professional Activity or Duty by the Insured in consequence of neglect, error or omission by or on behalf of the Insured.

### **7.2 The Insured**

#### 7.2.1 As Employer and Named Insured:

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

#### 7.2.2 The Contractor:

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

#### 7.2.3 Sub-Contractors:

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

#### 7.2.4 to the extent required by any contract or agreement;

All project managers; architects; land surveyors; quantity surveyors; engineers and other advisors or consultants or sub-consultants appointed in the performance of the Insured Contract activities

all for their respective rights and interests

### **7.3 Jurisdiction**

Worldwide excluding North America

### **7.4 Insured Contracts**

All contracts (including any undertaking awarded or commenced prior to inception of the period of Insurance) involving design, construction, performance testing and commissioning in respect of the works and shall include capital expenditure, upgrade, modification, maintenance or overhaul, refurbishment, renovation, retrofitting or alterations and additions to existing facilities undertaken by the Insured or other Insured Parties acting on their behalf but Excluding:

- a) Contracts, which at award stage have a value in excess of R 1,000,000,000.
- b) Contracts with an estimated construction period at award exceeding 48 months but 60 months in respect of contracts awarded prior to 1 April 2020 for rail maintenance contracts For Transnet Freight & Rail and for Transnet Pipeline's logistical support for inline inspections and identification of defects in respect of Transnet's pipeline assets (all excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) Contracts involving construction or erection of petrochemical manufacturing plant(s) but this exclusion shall not apply to pipelines and other associated works undertaken by or on behalf of the Insured.
- e) Contracts in or on any aircraft.
- f) Off-shore contracts - "Off-shore contracts" means all works and installations in the sea or on the seabed and do not constitute normal Wet Risk Contracts like harbours, moles, bridges, wharves or sewage or cooling water intake or outlet facilities, piers, marinas, causeways, breakwaters, jetties, dry docks and offshore pipelines when connected directly to onshore facilities and canal developments. "Off-Shore contracts" shall include oilrigs and oil platforms.

### **7.5 Policy Retroactive Dates**

- 1 July 1995 Transnet Limited
- 16 January 2006 HMG Joint Venture
- 1 April 2008 Limit of Indemnity R200 000 000 per occurrence but R400 000 000 in the aggregate
- 1 April 2010 Deductible R1 000 000 (R300 000 prior to 1 April 2010)
- 1 April 2014 Deductible R2 000 000

## **7.6 Limit of Indemnity**

Professional Indemnity - \*R100,000,000 in the aggregate during the policy period of insurance.

\*Where the limit is noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

## **7.7 Policy Extension**

### **Limits of Indemnity**

Claims Preparation Costs	*R7,500,000 in the aggregate during the policy period of insurance
Loss of Documents	*R2,000,000 in the aggregate during the policy period of insurance
Statutory Defence Costs	*R5,000,000 in the aggregate during the policy period of insurance
Defamation	*R5,000,000 in the aggregate during the policy period of insurance
Infringement of Copyright	*R5,000,000 in the aggregate during the policy period of insurance

\*Where the limits are noted as in the aggregate during the policy period of insurance, that such aggregated limit is applicable to all Transnet Insured Contracts collectively and in total and does not apply to each contract separately.

## **7.8 Deductibles**

7.8.1 The deductibles are noted as follows:

R5,000,000 each and every claim but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defense Costs, Defamation and Infringement of Copyright.

## **7.9 Policy Special Conditions**

Condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.

Prior to hand over/rectification – the insured must give prior written notice to the Insurers of the intention to take remedial action to rectify such defect and obtain the Insurers' written agreement to such action being taken and the costs and expenses expected to be expended.

## **7.10 Policy Main Exclusions**

- 7.10.1 Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- 7.10.2 Excludes Supervision.
- 7.10.3 Excludes liability arising out of environmental impairment / pollution
- 7.10.4 Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- 7.10.5 Excludes war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, any act of terrorism and nuclear risks
- 7.10.6 Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other non-compensating damages of any kind.
- 7.10.7 Excludes liability from the hazardous nature of asbestos.
- 7.10.8 Excludes medical malpractice.
- 7.10.9 Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- 7.10.10 Excludes failure to meet completion dates
- 7.10.11 Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- 7.10.12 Excludes incorrect authorisation of payment.
- 7.10.13 Excludes breach of any statutory regulation.
- 7.10.14 Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- 7.10.15 Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- 7.10.16 Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions act
- 7.10.17 Sanctions Exclusion
- 7.10.18 Covid 19 and infectious diseases.



## **Annexure 1 – Incident Advice Form**

All incidents have to be reported within 10 days of occurrence

SEND A COPY OF THIS DOCUMENT TO THE INSURANCE DEPARTMENT WITHIN YOUR OD/ SPECIALIST UNIT.

## **Insurance claim advice form**

**Principled Controlled Insurance 2022-2023**

### **DETAILS OF PROJECT / CONTRACT**

Project number: \_\_\_\_\_

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

Site Physical Address: \_\_\_\_\_

Name and contact details of Project Manager: \_\_\_\_\_

Name and contact details of person who can be contacted in regards to this claim:  
\_\_\_\_\_

Main Contractor or Sub-Contractor: \_\_\_\_\_

Value of the Project / Contract at time of award: \_\_\_\_\_

Free issue material value (if not included in the value above): \_\_\_\_\_

Project / Contract Start Date: \_\_\_\_\_

Estimated End Date: \_\_\_\_\_

## **LOSS / DAMAGE OF PROPERTY CLAIMS (CONSTRUCTION WORK)**

Date of Incident: \_\_\_\_\_

Description of loss or damage: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Possible cause of the loss / Party responsible for the loss: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated value of the loss: \_\_\_\_\_

In the event of theft – Police case number and name of Police Station incident was reported to:

\_\_\_\_\_

## **PUBLIC LIABILITY CLAIM (I.E. 3RD PARTY INVOLVED IN THE INCIDENT)**

Describe the incident, which might lead to a public liability claim:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated value of the claim: \_\_\_\_\_

Details of third party (list all possible details of third party i.e. name, contact details, company name etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Attach the Following to this claim submission:**

- 1 Cost breakdown of the estimated claim amount (even if it is only a guestimate at reporting time)
- 2 Documentation supporting the claim e.g. photos, reports etc.

I/We warrant that the foregoing information provided is true and correct and that no information has been withheld in respect of the incident. I/We undertake to advise the Insurance office in writing in the event of any changes to supplied information and in the event of recovery of any part of the property forming the subject of this claim.

Signature \_\_\_\_\_ Name \_\_\_\_\_

Capacity: \_\_\_\_\_ Date \_\_\_\_\_

**Claim form to be submitted to the Insurance Office of the relevant Operating Division or Specialist Unit.**

**Note:**

**Claim must be notified within 30 days of the incident. Attach additional pages if space provided is not sufficient.**

**Supply as much detailed information as possible during notification. If information is not available indicate such on the form.**

**INSURANCE ADMINISTRATION**

Unique Claim Number: \_\_\_\_\_

TOMS: \_\_\_\_\_

Broker Claim Number: \_\_\_\_\_

Date Received from Project: \_\_\_\_\_

Date Submitted to Broker: \_\_\_\_\_

Loss Adjuster: \_\_\_\_\_

Agreement of Loss Date and Value: \_\_\_\_\_

# “HOW TO” GUIDE FOR BIDDERS

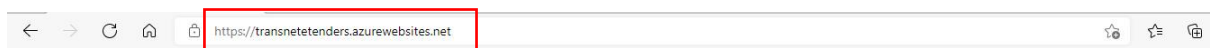
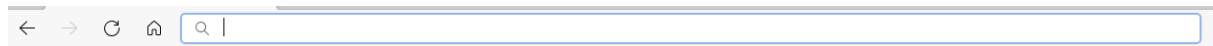
REGISTER ON ETENDER PORTAL

ACCESS TENDERS

**NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date**

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c\_1\_signupsignin/oauth2/v2.0/authorize?client



### Sign in with your email address

[Forgot your password?](#)


[Sign in](#)

[Don't have an account? → Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

[← Cancel](#)



[Send verification code](#)

Country/Region

▼

[Create](#)

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.


**VERY IMPORTANT:** Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.

Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel



Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field  
Then click on Verify code

Verify code

Send new code

.....

Forgot your password?

Sign in

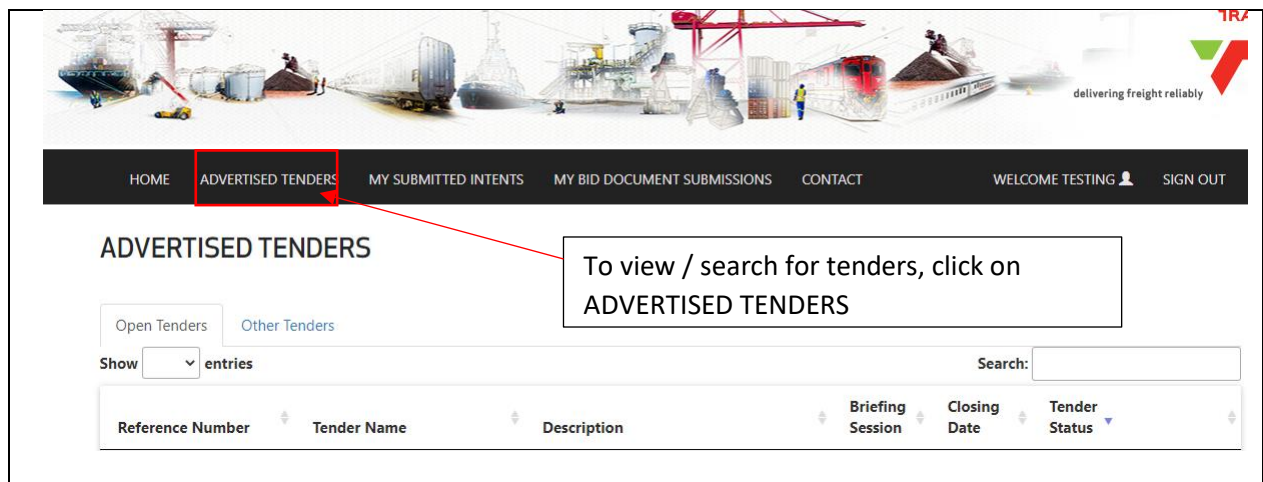
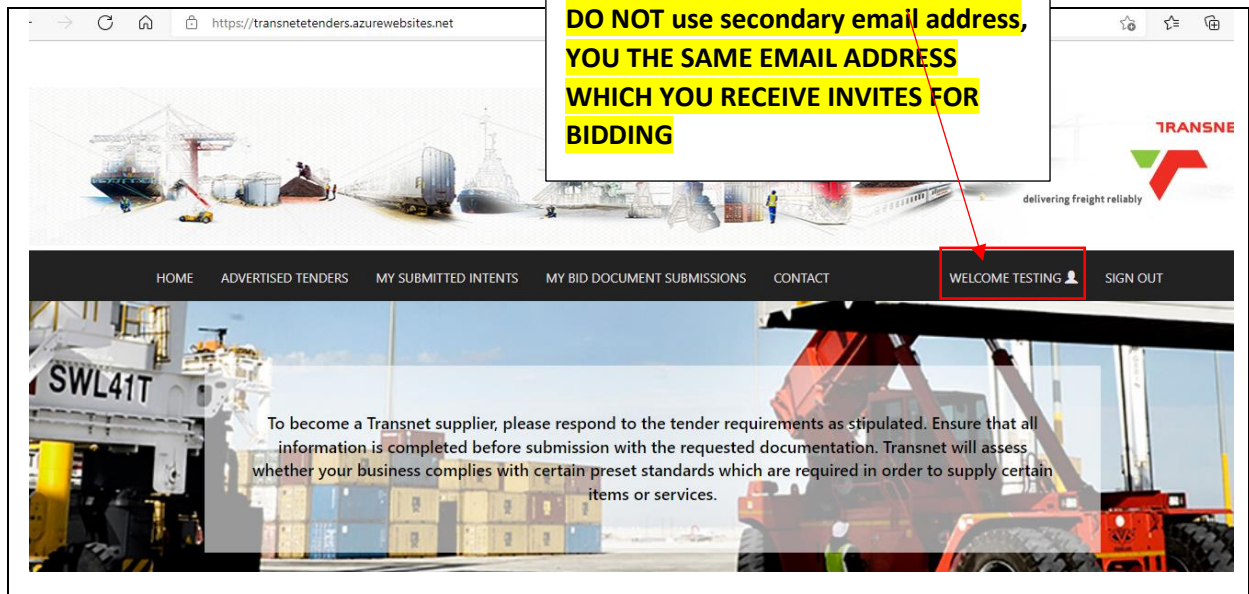
Don't have an account? [Sign up now](#)

Then click on Sign in



Once registered and signed in, the home screen will have “WELCOME (Registered user)”

**DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING**



Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender  
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,  
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068  
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM  
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,  
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

**NOTE: The details on this email is intended for guidance only and not to be used on the live system**

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**ADVERTISED TENDERS**

Open Tenders Other Tenders

Show  entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	<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.


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## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	<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>



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## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	<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

Open Tenders
Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	<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.

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## 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

<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.pdf

**Log An Intent To Bid**

☒

[Submit Intent](#) [Cancel](#)



delivering freight reliably

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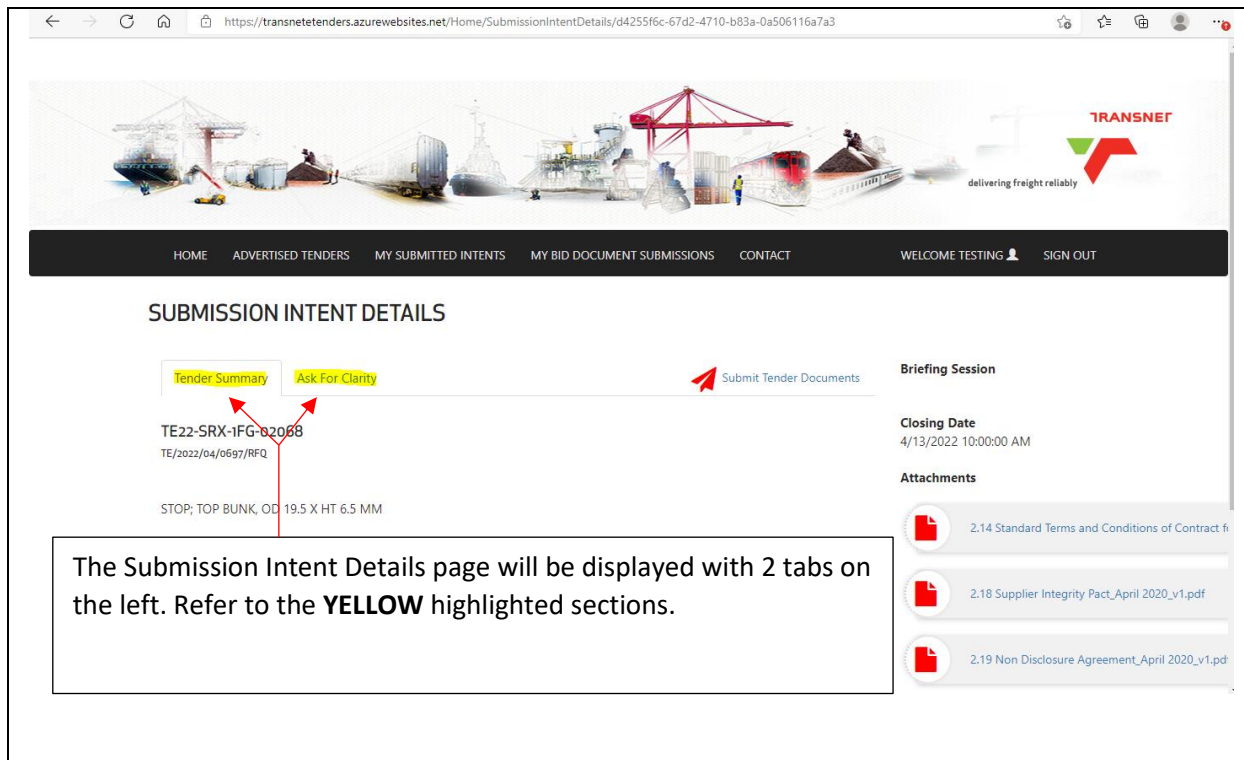
**MY SUBMISSION INTENTS**

Show 10 entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	<a href="#">View Details</a>

Showing 1 to 1 of 1 entries

Previous 1 Next



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

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### SUBMISSION INTENT DETAILS

**Tender Summary** **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068  
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

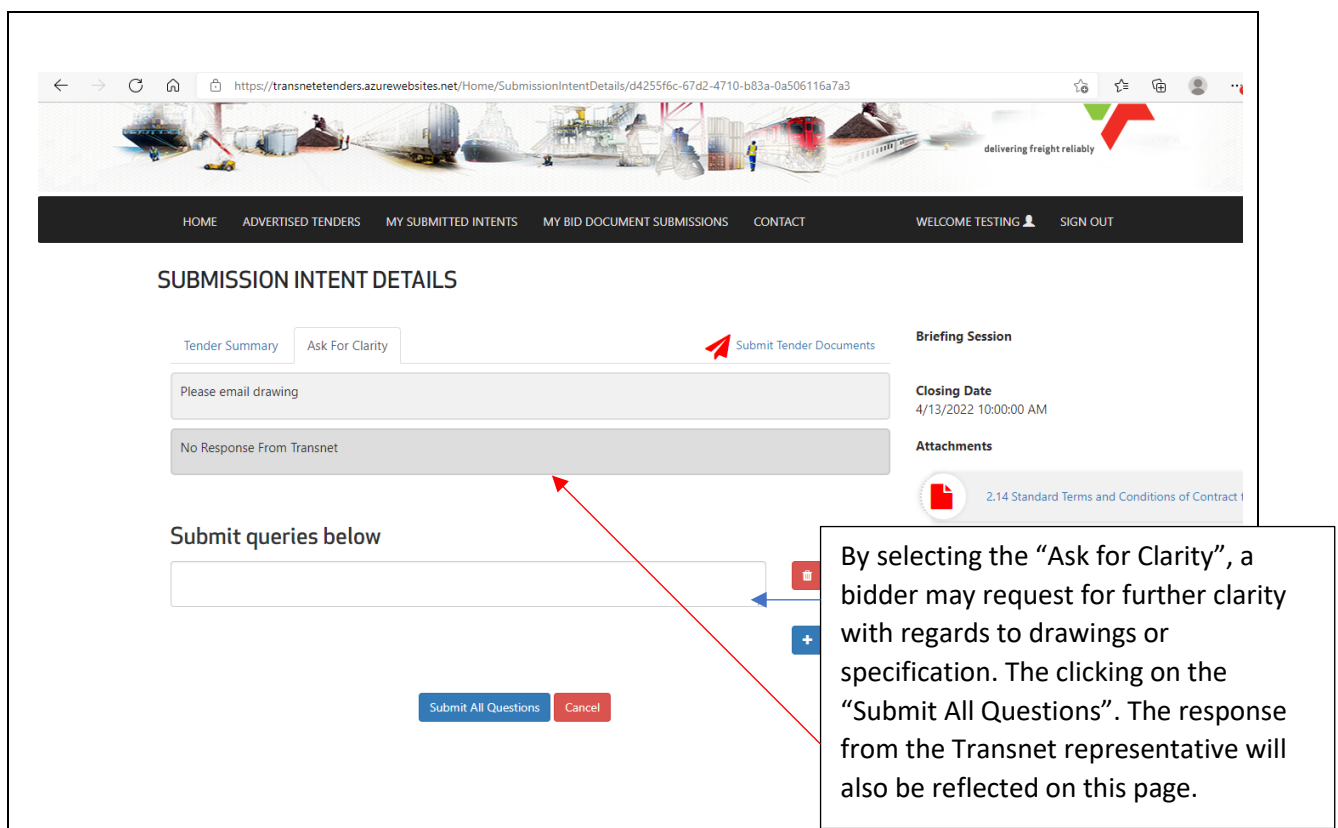
**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract fi
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

### SUBMISSION INTENT DETAILS

**Tender Summary** **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

**Submit queries below**

[Submit All Questions](#) [Cancel](#)

**Briefing Session**

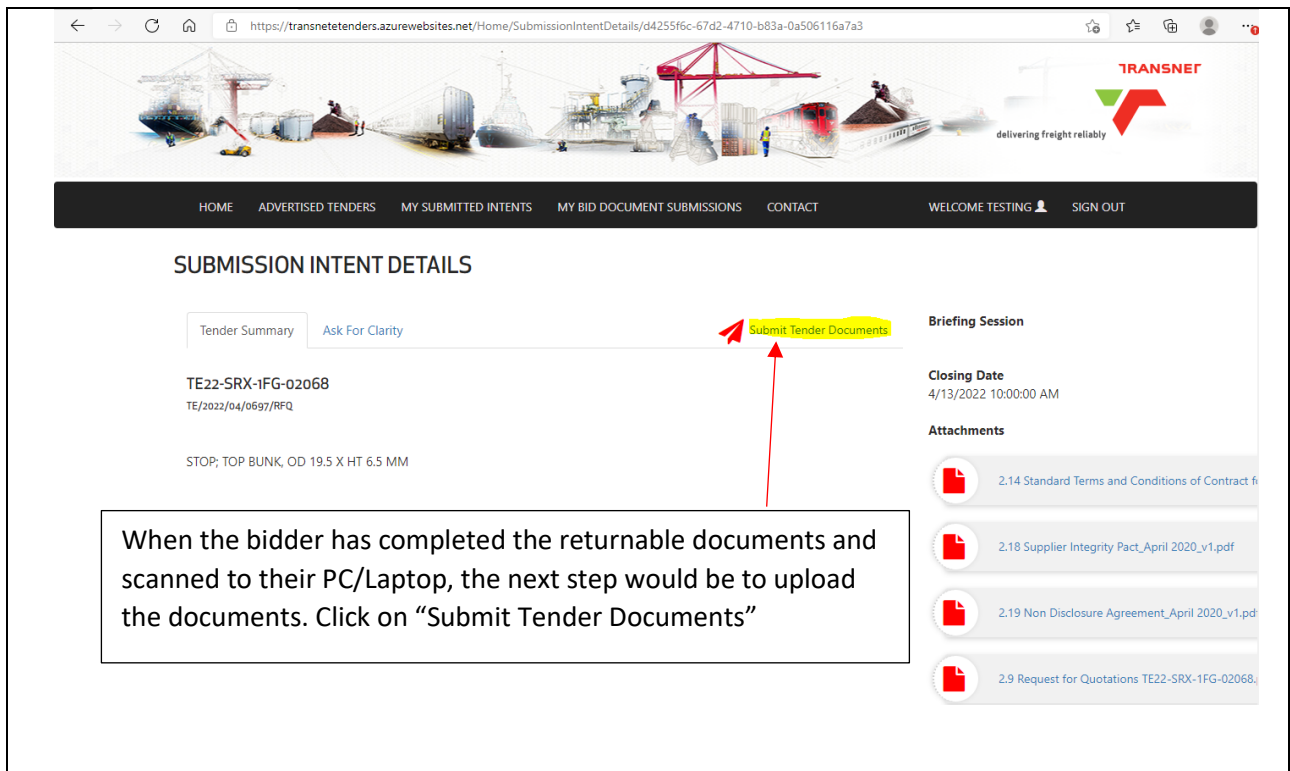
**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract 1

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.





Submission Intent Details

Tender Summary   Ask For Clarity   **Submit Tender Documents**

TE22-SRX-1FG-02068  
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

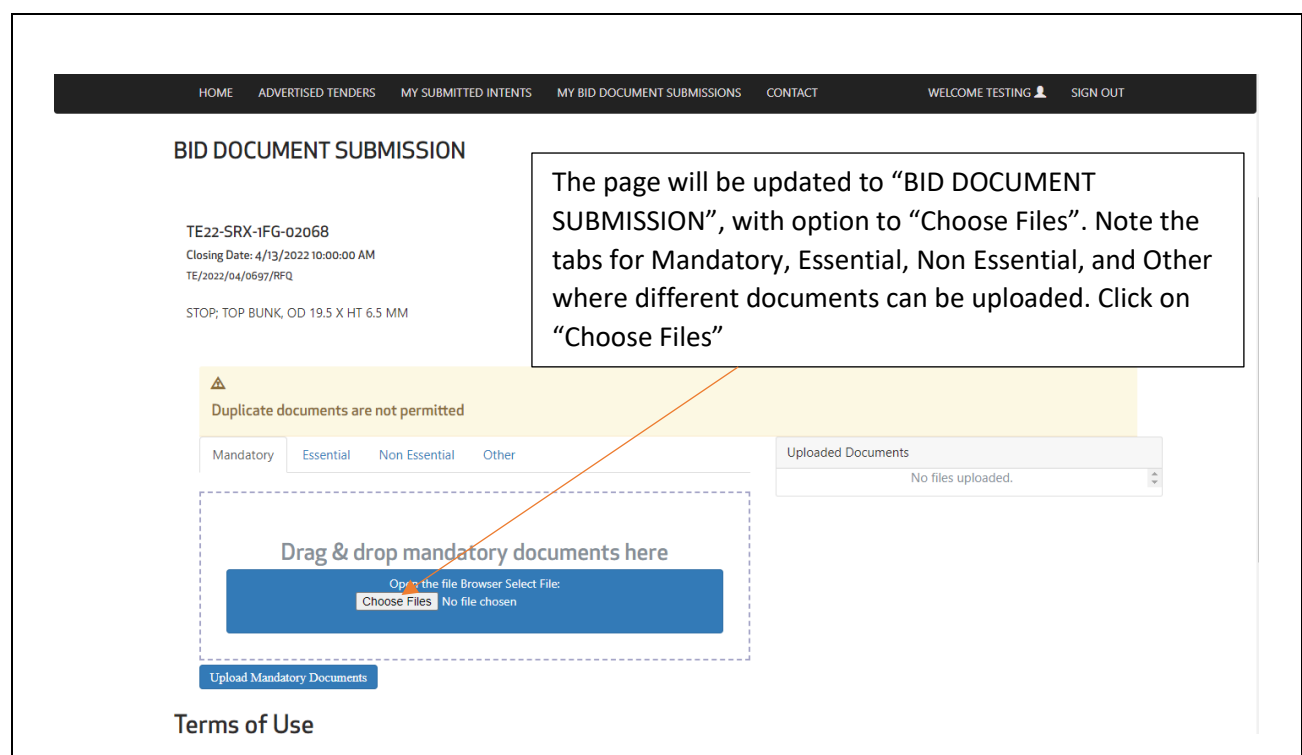
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

Closing Date  
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068  
Closing Date: 4/13/2022 10:00:00 AM  
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

Duplicate documents are not permitted

Mandatory   Essential   Non Essential   Other

Uploaded Documents  
No files uploaded.

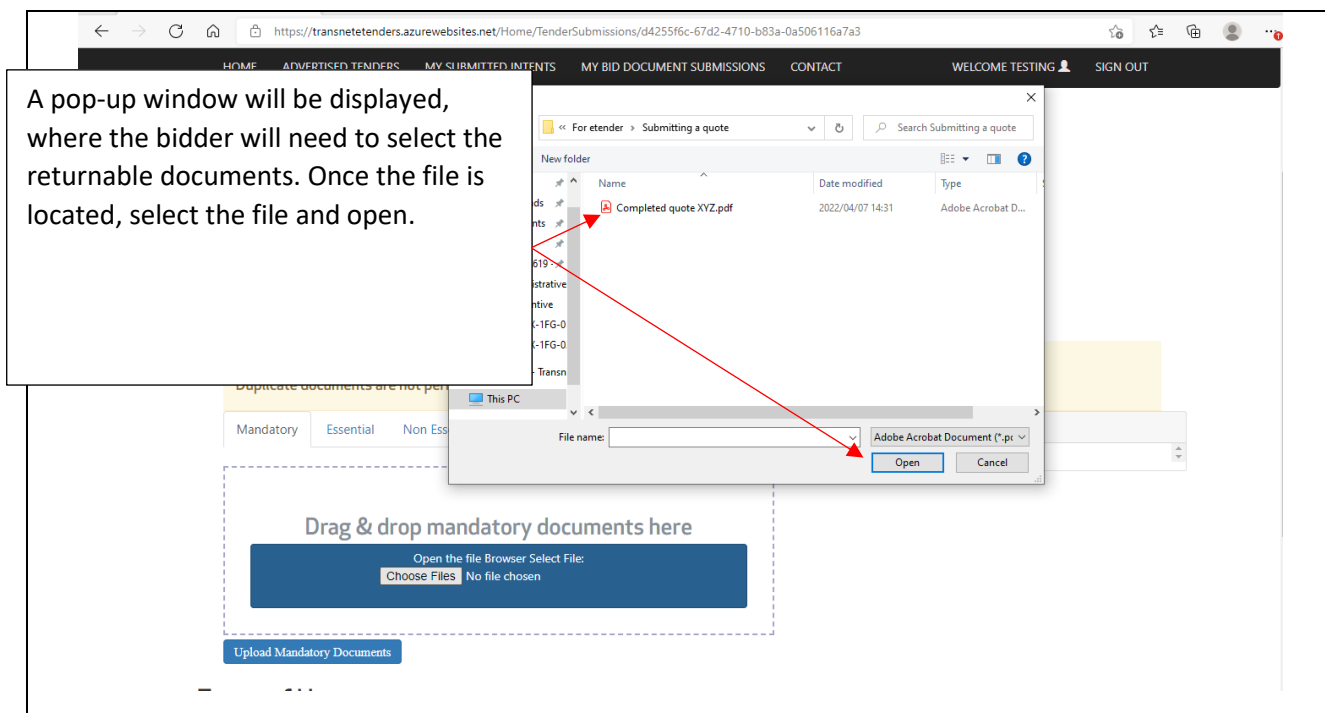
Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files   No file chosen

Upload Mandatory Documents

Terms of Use

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



**BID DOCUMENT SUBMISSION**

TE22-SRX-IFG-02068  
Closing Date: 4/13/2022 10:00:00 AM  
TE/2022/04/0697/RFQ  
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

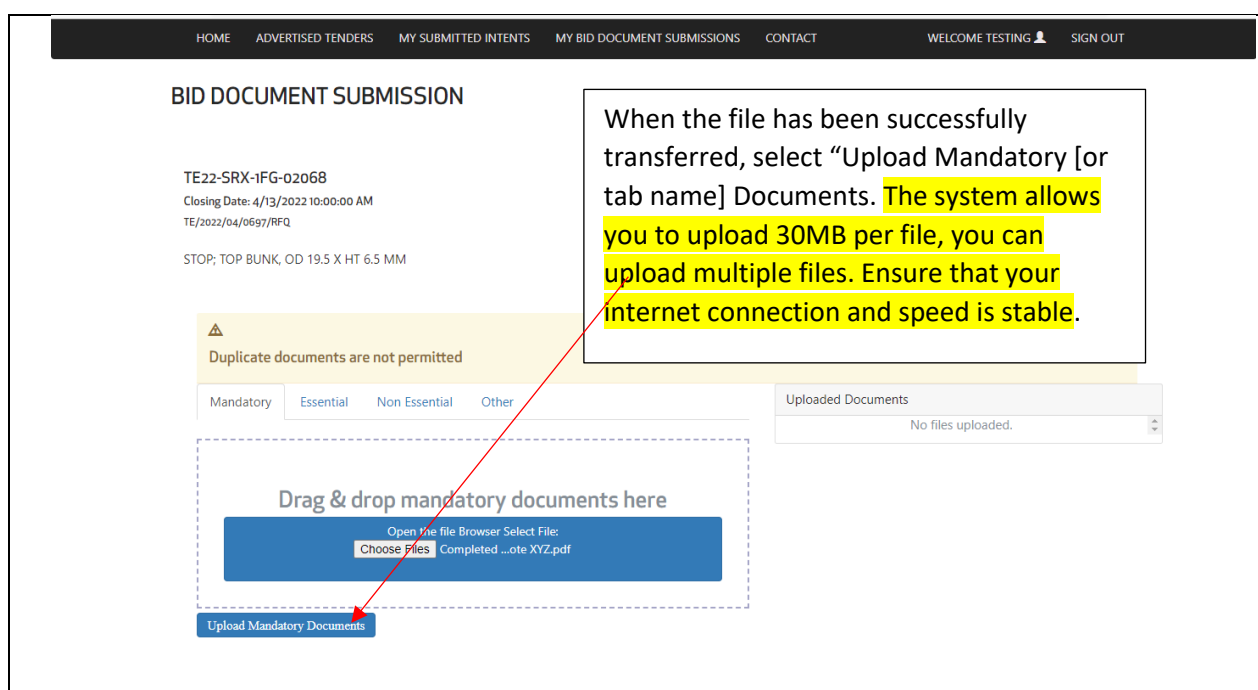
Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents  
No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.





The “Uploaded Documents” section will be updated to confirm that the document was uploaded, then click on “Submit Bid”

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

→ Submit Bid

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MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to “**MY BID DOCUMENT SUBMISSION**”, where the “**View Details**” can be selected to confirm that all required information is submitted correctly.