

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 TO FULFIL DREDGING REQUIREMENTS
IN THE PORT OF SALDANHA IN TERMS OF MARINE CONSTRUCTION WORKS
AND SUPPLY OF LONG REACH EXCAVATION WORK AT THE OSSB QUAY**

RFP NUMBER	: TNPA/2022/03/0177/RFP
ISSUE DATE	: 18 MAY 2022
NON-COMPULSORY BRIEFING	: 01 JUNE 2022
CLOSING DATE	: 17 JUNE 2022
CLOSING TIME	: 10h00am
TENDER VALIDITY PERIOD	: 12 weeks from closing date

Contents

Number Heading

The Tender

Part T1: Tendering Procedures

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

Part T2: Returnable Documents

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

The Contract

Part C1: Agreements and Contract Data

- C1.1 Form of Offer and Acceptance
- C1.2 Contract Data (Parts 1 & 2)
- C1.3 Form of Guarantee

Part C2: Pricing Data

- C2.1 Pricing Instructions
- C2.2 Bill of Quantities

Part C3: Scope of Work

- C3.1 Works Information

Part C4: Site Information

- C4.1 Site Information



T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay
TENDER ISSUE DATE	<p>The RFP may also be downloaded from the Transnet website at www.transnet.net free of charge. To access the Transnet eTender portal, please click here</p> <p>AND/ OR</p> <p>This RFP may be downloaded from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> • Click on "Tender Opportunities"; • Select "Advertised Tenders"; • In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the 'Tender documents' tab and process to download all uploaded documents.</p> <p>FREE OF CHARGE</p>

INTENTION TO TENDER	<p>Tenderers are to please indicate their intention to respond to this tender to the following addresses: Malebo.Nooi@transnet.net and Sisanda.Msi@Transnet.net by 09 June 2022.</p> <p>This is to ensure that any required communication (e.g., addenda to the RFP) in relation to this RFP reaches those intending to respond.</p> <p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender</p>
----------------------------	--



Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

	<p>portal or Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Tenderers do not respond by this date and do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
NON-COMPULSORY TENDER CLARIFICATION MEETING	<p>Tenderers should note that, there will be a non-compulsory Tender Clarification Meeting via MS Teams on 01 June 2022, the meeting will start punctually at 10:00 <u>South African time</u> and information will not be repeated for the benefit of Tenderers who joined the meeting late.</p> <p>BELOW IS THE LINK TO JOIN THE MEETING:</p> <p>Click here to join the meeting</p> <p>Tenderers who are interested in a Site visit/walk must send a request to the e-mail addresses provided above for arrangements.</p>
CLOSING DATE	<p>10:00am on 17 June 2022</p> <p>Bidders must ensure that bids are uploaded timeously onto the system. As a general rule, if a bid is late, it will not be accepted for consideration.</p>
VALIDITY PERIOD	<p>12 weeks from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p>

2. TENDER SUBMISSION

2.1 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.

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER/RFQ SELECTED.



Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- 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.

RFP No: TNPA/2022/03/0177/RFP

Description: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

Closing date and time: 17 June 2022 at 10am

2.3 Please note that this RFP closes punctually at **10h00 on 17 June 2022.**

2.4 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.

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

RESPONDENTS WHO ARE SOUTH AFRICANS MUST BE REGISTERED WITH NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD)

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

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

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



T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions



		C2.2 Bill of Quantities
	Part C3: Scope of work	C3.1 Works Information
	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Procurement Officer
	Name:	Malebo Nooi or Sisanda Msi
	Address:	Transnet National Ports Authority, a division of Transnet SOC Limited Port of Saldanha Bayvue Centre Marine Drive Saldanha 7395
	Tel No.	022 703 5419/022 703 5420
	E – mail	Malebo.Nooi@transnet.net Sisanda.Msi@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	
	1. Stage One - Eligibility in terms of the Construction Industry Development Board:	
	a) Only those tenderers who are registered with the CIDB or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 6CE 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 6CE or higher class of construction works, are eligible to have their tenders evaluated.	
	b) Joint Venture (JV)	
	Joint ventures are eligible to submit tenders subject to the following:	
	1. every member of the joint venture is registered with the CIDB;	
	2. the lead partner has a contractor grading designation of not lower than one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and	
	3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a 5CE or higher class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations	

4. The tenderer shall provide a certified copy of its signed joint venture agreement.

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

2. Stage Two - 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 **65** points.

The evaluation criteria for measuring functionality and the points for each criteria and, if any, each sub-criterion is 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 non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

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: TNPA/2022/03/0177/RFP
- The Tender Description: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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: **10:00am** on the **17 June 2022**

Location: The Transnet e-Tender Submission Portal: www.transnet.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 Tenderer's compliance status.

2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading;

4. Proof of registration on the Central Supplier Database;

5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

C3.11 The minimum number of evaluation points for functionality is **65**

The procedure for the evaluation of responsive tenders is Functionality:

As per Annexure A1: Evaluation Criteria: Marine Construction Works and Long Reach Excavation Works (75)

Functionality criteria	Sub-criteria	Sub-criteria number of points	Maximum number of points
T2.2-02 Evaluation Schedule: Previous Experience	Company Previous work done: Feedback from External Client/s as measurement of quality of services for similar projects undertaken. Feedback in the form of Reference Letters from Clients 1.1. on Clients 'company letterhead 1.2. Signed & dated by client 1.3. Project Description	5	10
	Company – Previous projects not older than 5 years. for similar project undertaken - List of services carried out by Bidder, project list as minimum shall contain the following information: 1. Name of the Client/company 2. Scope of the Work 3. Contract Duration 4. Contract Value 5. Client Contact Details – Telephone & email	5	



T2.2-03 Evaluation Schedule: Project Organogram, Management & CV's	Project Organisational Chart/Organogram- Bidder have submitted a Project Organisational Chart/Organogram which inclusive of all key personnel (including subcontractors if any)	2	34
	Project Manager: - <ul style="list-style-type: none">- Submitted a CV that includes a list of projects undertaken as well as years of experience in similar projects carried out as a Project Manager- Qualification submitted and as per requirements (minimum National Diploma/Degree in Civil Engineering and/or Project Management)	3	
		2	
	Construction Manager: - <ul style="list-style-type: none">- Submitted a CV that includes a list of projects undertaken as well as years of experience in similar projects carried out as a Construction manager.- Qualification submitted and as per requirements (minimum National Diploma/Degree in Civil Engineering)	3	
		2	
	Long Reach Excavator Operator: - <ul style="list-style-type: none">- Submitted a CV indicating years of experience in similar projects.- Qualification submitted and as per requirements (valid operator/competence certificate)	3	
		4	
	Quality Control Manager/Officer: - <ul style="list-style-type: none">- Submitted a CV that includes a list of projects undertaken as well as years of experience in similar projects carried out as a Quality Control Manager/Officer.- Qualification submitted and as per requirements (National Diploma/Degree in relevant field)	3	
		2	
	Health and Safety Officer: - <ul style="list-style-type: none">- Submitted a CV that includes a list of projects undertaken as well as years of experience in similar projects carried out as a Health and Safety Officer- Qualification submitted and as per requirements (Minimum National Diploma/Degree in Health and Safety and valid professional registration with SACPCMP)	3	
		2	
	Environmental Officer: - <ul style="list-style-type: none">- Submitted a CV that includes a list of projects undertaken as well as years of experience in similar projects carried out as an Environmental Officer- Qualification submitted and as per requirements (National Diploma/Degree in Environmental Studies)	3	
		2	

T2.2-04 Evaluation Schedule: Programme	Construction Programme - Construction Programme (from contract award to final hand over) to meet the delivery schedule. (Refer to scope of works in the C3.1)		4
T2.2-05 Evaluation Schedule: Technical Method statement	Construction Method Statement - (Refer to scope of works in the C3.1) A detailed method statement is required. The method state shall cover all the key activities outlined in the scope of work and shall be sufficiently detailed to demonstrate the capability of the tender. The method state shall include the environmental and SHE factors that will be experienced on site during construction and installation.		12
T2.2-06 Evaluation Schedule: Health and safety management	Tenderer must demonstrate full understanding of the client's health and safety specification	5	11
	Overview of the tenderer's Risk Assessment methodology	4	
	Valid copy of COIDA certificate	2	
T2.2-07 Evaluation Schedule: Environment Management Plan	The Tenderer must submit the following documents to meet the environmental requirements <ul style="list-style-type: none"> Submission of Environmental Risk Assessment Submission of project Environmental Management Plan (EMP) containing 		4
	Total		75

As per Annexure A2: Evaluation Criteria: Diving Services (25)

Functionality criteria	Sub-criteria	Sub-criteria number of points	Maximum number of points
T2.2-02 Evaluation Schedule: Previous Experience	Company Previous work done: Experience and track record of the Tenderer with respect to diving inspections work. Feedback from External Client/s as measurement of quality of services for similar projects undertaken. Feedback in the form of Reference Letters from Clients 1.1. on Clients 'company letterhead 1.2. Signed & dated by client 1.3. Similar project		5
T2.2-03 Evaluation Schedule - Management & CVs of Key Personnel	DIVING SUPERVISOR - Submitted a CV or List of projects indicating similar services carried out as a DIVING SUPERVISOR. Project list as minimum shall contain the following information: 1. Name of the Client/company 2. Scope of the Work 3. Contract Duration 4. Contract Value 5. Client Contact Details – Telephone & email Qualification Diving Supervisor qualification submitted and as per requirements (class 3 diver)	4	6
		2	



	DIVERS - Submitted a CV or List of projects indicating similar services carried out as a DIVER. Project list as minimum shall contain the following information: 1. Name of the Client/company 2. Scope of the Work 3. Contract Duration 4. Contract Value 5. Client Contact Details – Telephone & email Qualification Diving Qualification submitted and as per requirements (class 3 diver)	2	4
		2	
T2.2-06 Evaluation Schedule: Health and safety management	Tenderer must demonstrate full understanding of the client's health and safety specification	4	10
	Overview of the tenderer's Risk Assessment methodology	4	
	Valid copy of COIDA certificate	2	
Total			25

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:

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

- T2.2-02 **Evaluation Schedule:** Evaluation Schedule: Previous Experience
- T2.2-03 **Evaluation Schedule:** Project Organogram, Management & CV's
- T2.2-04 **Evaluation Schedule:** Construction Programme
- T2.2-05 **Evaluation Schedule :** Method Statement
- T2.2-06 **Evaluation Schedule:** Evaluation Schedule: Health and Safety Management
- T2.2-07 **Evaluation Schedule:** Environmental Management

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



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

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points systems as described in Preferential Procurement Regulations 6.

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 B-BBEE 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 tenderer's scorecard components at any stage from the date of close of the tenders until completion of the contract.

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. the tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. 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 by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

T2.1 LIST OF RETURNABLE DOCUMENTS

2.1.1 This schedule is required for pre-qualification and eligibility purposes:

T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - CIDB Registration

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

T2.2-02 **Evaluation Schedule:** Evaluation Schedule: Previous Experience

T2.2-03 **Evaluation Schedule:** Project Organogram, Management & CV's

T2.2-04 **Evaluation Schedule:** Construction Programme

T2.2-05 **Evaluation Schedule :** Method Statement

T2.2-06 **Evaluation Schedule:** Evaluation Schedule: Health and Safety Management

T2.2-07 **Evaluation Schedule:** Environmental Management

2.1.3 Returnable Schedules:

General:

T2.2-08 Authority to submit tender

T2.2-09 Record of addenda to tender documents

T2.2-10 Letter of Good Standing

T2.2-11 Risk Elements

T2.2-12 Availability of equipment and other resources

T2.2-13 Site Establishment requirements

T2.2-14 Schedule of Sub-Contractors

Agreement and Commitment by Tenderer:

T2.2-15 CIDB SFU 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 POPIA

Bonds/Guarantees/Financial/Insurance:

- T2.2-23 Insurance provided by the Contractor
- T2.2-24 Form of Intent to provide a Performance Guarantee
- T2.2-25 Forecast Rate of Invoicing
- T2.2-26 Three (3) years audited financial statements

Transnet Vendor Registration Form:

- T2.2-27 Supplier Declaration Form with Transnet Vendor Registration Form

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Bill of Quantities)

2.6 C2.2 Bill of Quantities

T2.2-01: 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 **6CE** 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 in the a **5CE** class of construction work;
- 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 **5CE** 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.

T2.2-02: EVALUATION SCHEDULE: PREVIOUS EXPERIENCE

Note to tenderers:

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

- A list of at least four (4) past / current **comparable** projects.
- Construction of similar works as detailed in the Works Information with reference to:
 - Civil Engineering work related to Marine Infrastructure.
 - Marine Construction Works, including marine excavation works using a Long Reach Plant.
 - Scour Construction.
 - Diving/Salvage Works.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description, duration and contract value)

Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

Company Previous work done: Previous Projects

Available Score	5
Score	Company – Previous projects not older than 10 years for similar project undertaken - List of services carried out by Bidder, project list as minimum shall contain the following information: <ul style="list-style-type: none"> • Name of the Client/company • Scope of the Work • Contract Duration • Contract Value • Client Contact Details – Telephone & email
0	The Tenderer has not submitted the required information.
20	Tenderers have experience in one (1) project relating to the scope of works and has submitted supporting reference letter for the project listed.
40	Tenderers have experience in two (2) projects relating to the scope of works and has submitted supporting reference letters for the projects listed.
60	Tenderers have experience in three (3) projects relating to the scope of works and has submitted supporting reference letters for the projects listed.
80	Tenderers have experience in four (4) projects relating to the scope of works and has submitted supporting reference letters for the projects listed.
100	Tenderers have experience in more than four (4) projects relating to the scope of works and has submitted supporting reference letters for the projects listed.

Company Previous work done: Reference Letters

Available Score	5
Score	Feedback from External Client/s as measurement of quality of services for similar projects undertaken. Feedback in the form of Reference Letters from Clients <ul style="list-style-type: none"> • On Client's company letterhead • Signed & Dated by client • Project description
0	The Tenderer has not submitted the required information.
20	One (1) reference letter submitted.
40	Two (2) reference letters submitted.
60	Three (3) reference letters submitted.
80	Four (4) reference letters submitted.
100	More than four (4) reference letters submitted.

Company Previous Experience: Diving

Available Score	5
Score	Company Previous work done: Experience and track record of the Tenderer with respect to diving inspections work. Feedback from External Client/s as measurement of quality of services for similar projects undertaken. Feedback in the form of Reference Letters from Clients <ul style="list-style-type: none"> • On Clients 'company letterhead • Signed & Dated by client • Project Description
0	The Tenderer has not submitted the required information.
20	One (1) reference letter submitted, not related to scope
40	One (1) reference letter submitted, related to scope.
60	Two (2) reference letters submitted, one related to scope
80	Two (2) reference letters submitted; both are related to scope
100	Three (3) and more submitted and are related to scope.

T2.2-03: EVALUATION SCHEDULE - MANAGEMENT & CV'S OF KEY PERSONNEL

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

1. Bidder must submit a Project specific organisation chart in a hierarchy format and must indicate organogram indicating the proposed work team (including key personnel), reporting structure and designation of each team member in the project (including subcontractors if any).
2. The experience of assigned key persons in relation to the scope of work will be evaluated from three different points of view, namely:
 - i. Relevant experience – at least five (5) years of experience involved in and knowledge of issues pertinent to the project.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the Scope of Works. Proof of education and training must be attached to the C.V.
3. Comprehensive CVs should be attached to this schedule:

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

- i. Personal particulars
 - a. Name
 - b. Place (s) of tertiary education and dates associated therewith
 - c. Professional awards
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- iii. Name of current employer and position in enterprise
- iv. Overview of post graduate experience (year, organization and position)
- v. List projects that have been undertaken detailing the following:
 - Name of the Client/company
 - Scope of the Work
 - Contract duration and project status

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Manager		
2	Construction Manager		
3	Long Reach Excavator Operator		
4	Quality Control Manager/ Officer		
5	Health and Safety Officer		
6	Environmental Officer		
7	Diving Supervisor		
8	Divers		

The scoring of the Management & CVs of Key Persons will be as follows:

Project organisation chart/organogram

Available Points	2
	Qualification
Score	Submitted an organisational chart/organogram
0	Not Submitted
20	Submitted but not project specific
40	Submitted but not showing all key personnel
60	N/A
80	N/A
100	Submitted and indicates proposed work team (including key personnel), reporting structure and designation of each team member in the project

Project Manager

Available Points	3	2
	CV	Qualification
Score	Submitted a CV	Qualification submitted and as per requirements (minimum National Diploma in Civil Engineering/Degree and/or Project Management)
0	No CV Submitted/Years' experience not indicated on CV	Not Submitted
20	Experience indicated on CV, but no project of similar nature	National Diploma in Civil Engineering/ Degree and/or Project Management submitted without CV
40	Between One (1) to Two (2) years' experience in similar projects	
60	Between Two (2) to Three (3) years' experience in similar projects	
80	Between Three (3) to Four (4) years' experience in similar projects	
100	Five (5) years and more experience in similar projects	National Diploma in Civil Engineering/ Degree and/or Project Management

Construction Manager

Available Points	3	2
	CV	Qualification
Score	Submitted a CV	Qualification submitted and as per requirements (minimum National Diploma/Degree in Civil Engineering)
0	No CV Submitted/Years' experience not indicated on CV	Not Submitted

20	Experience indicated on CV, but no project of similar nature	National Diploma in Civil Engineering/ Degree submitted without CV
40	Between One (1) to Two (2) years' experience in similar projects	
60	Between Two (2) to Three (3) years' experience in similar projects	
80	Between Three (3) to Four (4) years' experience in similar projects	
100	Five (5) years and more experience in similar projects	National Diploma in Civil Engineering/ Degree and/or Project Management

Long Reach Excavator Operator

Available Points	3	4
	CV	Qualification
Score	Submitted a CV	Qualification submitted and as per requirements (valid operator/competence certificate).
0	No CV Submitted/Years' experience not indicated on CV	Not Submitted
20	Experience indicated on CV, but no project of similar nature	Valid operator/competence certificate submitted without CV
40	Between One (1) to Two (2) years' experience in similar projects	
60	Between Two (2) to Three (3) years' experience in similar projects	
80	Between Three (3) to Four (4) years' experience in similar projects	
100	Five (5) years and more experience in similar projects	Valid operator/competence certificate

Quality Control Manager/Officer

Available Points	3	2
	CV	Qualification
Score	Submitted a CV	Qualification submitted and as per requirements (minimum National Diploma/Degree in Civil Engineering)
0	No CV Submitted/Years' experience not indicated on CV	Not Submitted
20	Experience indicated on CV, but no project of similar nature	National Diploma in Civil Engineering/ Degree and/or Project Management submitted without a CV
40	Between One (1) to Two (2) years' experience in similar projects	
60	Between Two (2) to Three (3) years' experience in similar projects	
80	Between Three (3) to Four (4) years' experience in similar projects	
100	Five (5) years and more experience in similar projects	National Diploma in Civil Engineering and/or Project Management

Health and Safety Officer

Available Points	3	2
	CV	Qualification
Score	Submitted a CV	Qualification submitted and as per requirements (Minimum National Diploma in Health and Safety/Degree and valid professional registration with SACPCMP)
0	No CV Submitted/Years' experience not indicated on CV.	Not Submitted.

20	Experience indicated on CV, but no project of similar nature	National Diploma/ Degree in Health and Safety and valid professional registration with SACPCMP submitted without a CV
40	Between One (1) to Two (2) years' experience in similar projects	
60	Between Two (2) to Three (3) years' experience in similar projects	
80	Between Three (3) to Four (4) years' experience in similar projects	National Diploma/ Degree in Health and Safety
100	Five (5) years and more experience in similar projects	National Diploma/ Degree in Health and Safety and valid professional registration with SACPCMP

Environmental Officer

Available Points	3	2
	CV	Qualification
Score	Submitted a CV	Qualification submitted and as per requirements (submitted and as per requirements (National Diploma/Degree in Environmental Studies))
0	No CV Submitted/Years' experience not indicated on CV.	Not Submitted
20	Experience indicated on CV, but no project of similar nature	National Diploma/Degree in Environmental Studies submitted without a CV
40	Between One (1) to Two (2) years' experience in similar projects	
60	Between Two (2) to Three (3) years' experience in similar projects	

80	Between Three (3) to Four (4) years' experience in similar projects	
100	Five (5) years and more experience in similar projects	National Diploma/Degree in Environmental Studies

Diving Supervisor

Available Points	4	2
	CV	Qualification
Score	Submitted a CV	Qualification submitted and as per requirements (class 3 diver)
0	No CV Submitted/similar project not indicated on CV/No project list submitted	Not Submitted
20	One (1) project of similar nature	Class 3 air diver qualification submitted without a CV
40	Two (2) projects of similar nature	
60	Three (3) projects of similar nature	
80	Four (4) projects of similar nature	
100	Five (5) projects of similar nature	Class 3 air diver qualification

Divers

Available Points	2	2
	CV	Qualification
Score	Submitted a CV	Qualification submitted and as per requirements (class 3 diver)
0	No CV Submitted/Years' experience not indicated on CV.	Not Submitted
20	One (1) project of similar nature	Class 3 air diver qualification submitted without a CV

40	Two (2) projects of similar nature	
60	Three (3) projects of similar nature	
80	Four (4) projects of similar nature	
100	More than Four (4) projects of similar nature	Class 3 air diver qualification

Index of documentation attached to this schedule:

.....

.....

.....

.....

T2.2-04: EVALUATION SCHEDULE: CONSTRUCTION PROGRAMME

Note to tenderers:

Programme

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide a hardcopy of the programme compiled in Microsoft Project.

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, at a minimum **Level 2/3** showing but not limited to the following:

- Ability to execute the works in terms of the *Employer's* requirements and within the required timeframe indicating, in a logical sequence, the order and timing of the construction that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.
- Dates when the *Contractor* will need access to any part of the Site, submission & approval process & timing for Health & Safety Files, Environmental Files and Quality Files. In addition, the Programme must clearly demonstrate the procurement process for all long lead items if applicable.
- The *Contractor* indicates how he plans in achieving the following dates and clearly demonstrates them on the schedule - Start Date, Access Date, Planned Completion, Key Dates/Sectional Completion Dates & Completion Date. In addition, the Programme clearly demonstrates adequate provisions for Time Risk Allowance (TRA). Time Risk Allowances are not float, are owned by the Tenderer, can be included in the activity duration and illustrated in the schedule in a code field or as an attachment.
- The Programme must clearly support and demonstrate alignment to the Method Statement as contained in T2.2-05 List of Returnables.

The scoring of the Programme will be as follows:

Available Points	4	
Construction Programme - Construction Programme (from contract award to final hand over) to meet the delivery schedule. (Refer to scope of works in the C3.1)		
Core	Activities (as per Works Information)	Timeline
Weight	40	60
Score		
0	Not Submitted and/or generic.	25% and more compared to the proposed timeline
40	Missing between 60% and 80% of critical activities as outlines in the Works Information and lack detail including alignment with other activities. Not in a logical format.	Up to 20% more than proposed timeline
60	Contains at least 60% of critical activities as outlined in the scope of work. The activities are aligned with and logical.	Up to 15% more than proposed timeline
80	Contains at least 80% of critical activities as outlined in the scope of work. The activities are aligned with and logical.	Up to 10% more than proposed timeline
100	Covers all critical activities as outlined in the scope of work. The activities are aligned with and logical.	Within the proposed 5 months.

Tenderers must submit with their tender document a **Hard Copy of Programme: Attachment A**

T2.2-05: EVALUATION SCHEDULE: 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.

- A detailed method statement is required. The method state shall cover all the key activities outlined in the scope of work and shall be sufficiently detailed to demonstrate the capability of the tender. The method state shall include the environmental and SHE factors that will be experienced on site during construction and installation.

In addition to general methodology for the project please provide specific information for the following points:

1. Compiling and submission of a SHE file for approval.
2. Sourcing and operating a Long Reach Excavator plant for the purpose outlined in the Works information.
3. Sourcing of Rock Armour and storing on site
4. Survey and placement of rock armour on the scour pocket.
5. Ensuring and maintaining precise placement and quality.
6. In and out hydrographic survey of the placement.
7. Locating and salvaging of shipwreck.
8. Handling and cutting of large metal into manageable sizes for disposal.
9. Disposal process.
10. Clearing and handing over the site.

Please note: Tenderers are required to provide detailed method statements for the categories as listed above. Each sub-category as listed will be scored based on the linear scale below and will be averaged and weighed to provide a final score. Tenderers to note that they will not achieve an "acceptable" score should they not provide the information as required in this Returnable.

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

Available Point	12
Score 0	No information submitted.
Score 20	Covers less than 20% of the activities in the Works Information and/or the method statement is generic.
Score 40	Covers between 40% and 59% of the activities in the Works Information, and the listed activities are not sufficiently detailed.
Score 60	Covers between 60% and 79% of the activities in the Works Information, and the listed activities are sufficiently detailed.
Score 80	Covers 80% and 99% of the activities in the Works Information, and the listed activities are sufficiently detailed.

Score 100	Aligned with the Works information supplied and covers 100% of all activities as detailed in the Works Information. Activities are explained to sufficient detail. It covers all aspects of the execution and more.
------------------	---

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

The tenderer must submit the following documents as a minimum with the tender submission for **MARINE CONSTRUCTION OPERATIONS**:

The tenderer must submit the following documents as a minimum with the tender submission:

1. Tenderer must demonstrate full understanding of the client's health and safety specification.
 - a) SHE Management Systems Certification - Copy of Valid OHSAS 18001 and/or ISO 45001 Certificate OR Submit proof that the bidder is in the process of being certified in terms of OHSAS 18001 and/or ISO 4500
 - b) Organogram - Company Safety Structure.
 - c) Letter of commitment to comply with Transnet SHE requirements. Signed letter to be in a company letter head.
 - d) Equipment Compliance Valid performance test Certificate for Long Reach Excavator
 - e) Operator Compliance- Valid Certificate of Competence for Long Reach Excavator Operator.
2. Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated.
 - a) Identify the risks and hazards to which persons may be exposed to
 - b) Analysis and evaluation of identified risks/hazards
 - c) Mitigation measures to reduce or control the risks and hazards identified
 - d) Responsibility for implementing Mitigation measures
3. Valid Company Registration Certificate – in terms of the Compensation for Injuries and Occupation Diseases Act (COIDA)

The scoring of the Tender's Health and Safety criteria for Marine Construction Work is as follows:

	Tenderer must demonstrate full understanding of the client's health and safety specification	Overview of the tenderer's Risk Assessment methodology	Valid copy of COIDA certificate
Points	5	4	2
(score 0)	No submission	No submission	No submission
(score 20)	Tenderer has met up to 1 of the 5 requirements under item 1	Submitted but irrelevant to the employer's requirement	N/A
(score 40)	Tenderer has met 2 of the 5 requirements under item 1	Response/answer/solution only covers 1 requirement under item 2	N/A
(score 60)	Tenderer has met 3 of the 5 requirements under item 1	Response/answer/solution only covers 2 requirements under item 2	N/A
(score 80)	Tenderer has met 4 of the 5 requirements under item 1	Response/answer/solution only covers 3 requirements under item 2	N/A
(score 100)	Tenderer has met all 5 of the requirements under item 1	Response/answer/solution only covers 4 requirements under item 2	Tenderer submitted a valid copy of COIDA certificate

The tenderer must submit the following documents as a minimum with the tender submission for **DIVING OPERATIONS**:

The tenderer must submit the following documents as a minimum with the tender submission:

1. Tenderer must demonstrate full understanding of the client's health and safety specification.
 - 1.1. Written undertaking submitted indicating availability of required equipment to execute the scope of work within the delivery schedule
 - 1.2. Written confirmation on availability and location of Decompression chamber AND written consent /endorsement from the owners of such chambers that same can be utilized by the Diving Contractor (where such Decompression Chamber is not owned by the diving contractor themselves)
 - 1.3. Organogram - Company Safety Structure
 - 1.4. SHE Management Systems Certification - Copy of Valid OHSAS 18001 or ISO 45001 Certificate.
2. Overview of the tenderer's **Risk assessment methodology**, and **submission of Health and Safety risk assessments** indicating major activities of the works and how the risks will be addressed and mitigated. The Risk assessment shall comprehensively address the following items:
 - 2.1. Identify the risks and hazards to which persons may be exposed to
 - 2.2. Analysis and evaluation of identified risks/hazards.
 - 2.3. The mitigation measures to reduce or control the risks and hazards identified
 - 2.4. Persons responsible for implementing the risk controls measures
3. Valid Company Registration Certificate – in terms of the Compensation for Injuries and Occupational Diseases Act (COID Act)

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

	Tenderer must demonstrate full understanding of the client's health and safety specification	Overview of the tenderer's Risk Assessment methodology	Valid copy of COIDA certificate
Points	4	4	2
(score 0)	No submission	No submission	No submission
(score 20)	Submitted but does not fully address any of the employer's requirement under item 1	Submitted but irrelevant to the employer's requirement	N/A
(score 40)	Response only covers 1 requirement under item 1	Response/answer/solution only covers 1 requirement under item 2	N/A
(score 60)	Response/ to the particular aspect of the requirement, only covers 2 requirements under item 21	Response/answer/solution to the particular aspect of the requirement, only covers 2 requirements under item 2.	N/A
(score 80)	Response only covers 3 requirements under item 1	Response/answer/solution only covers 3 requirements under item 2	N/A
(score 100)	Response covers all 4 requirements under item 1	Response/answer/solution covers all 4 requirements under item 2	Tenderer submitted a valid copy of COIDA certificate

T2.2-07: EVALUATION SCHEDULE: ENVIRONMENTAL MANAGEMENT

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

- Transnet National Ports Authority – Port of Saldanha SHE Policy Statement
- Contractor Environmental and Sustainability Specification Guidelines

The Tenderer must submit the following documents to meet the environmental requirements, namely:

1. Submission of Environmental Risk Assessment / Aspects and Impacts register indicating major activities of the works and how the environmental aspects and associated impacts will be managed. Bidder must demonstrate full understanding of the Risk Management controls which comprehensively addresses the following items:
 - 1.1. Identify the environmental aspects and impacts applicable to the project.
 - 1.2. Analysis and evaluation of identified aspects/impacts.
 - 1.3. Mitigation measures to reduce or control the environmental impacts identified.
 - 1.4. Responsibility for implementing mitigation measures
2. Submission of project Environmental Management Plan (EMP) containing the following as a minimum:
 - 2.1. Project Description and Environmental Sensitivities
 - 2.2. Environmental Management Organisational Structure and Responsibilities
 - 2.3. Management of Key Environmental Issues
 - 2.4. Environmental Monitoring and Site Inspections
 - 2.5. Legislative and Regulatory Compliance
 - 2.6. Training and Awareness
 - 2.7. Communication and Reporting
 - 2.8. Environmental incident response and reporting

Transnet National Ports Authority**Contract Number:** TNPA/2022/03/0177/RFP**Description of the works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay**The scoring of the Tender's Environmental Management Criteria for Marine Construction Works is as follows:**

Points Available	2	2
	Environmental Risk Management and Control	Environmental Management Plan
Score 0	No Risk Assessment submitted	Not submitted
Score 20	Not applicable	Tenderer has addressed 1 of the requirements in the Environmental Management Plan.
Score 40	Tenderer has addressed one (1) of the requirements in the risk assessment	Tenderer has addressed 2 - 3 of the requirements in the Environmental Management Plan.
Score 60	Tenderer has addressed two (2) of the requirements in the risk assessment.	Tenderer has addressed 4 - 5 of the requirements in the Environmental Management Plan.
Score 80	Tenderer has addressed three (3) of the requirements in the risk assessment.	Tenderer has addressed 6 -7 of the requirements in the Environmental Management Plan.
Score 100	Tenderer has addressed four (4) of the requirements in the risk assessment.	Tenderer has addressed all 8 of the requirements in the Environmental Management Plan.

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

*As per defined Evaluation Criteria

T2.2-08: AUTHORITY TO SUBMIT A TENDER

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

We, the undersigned, being the **key partners** in the business trading as _____
_____ hereby authorise Mr/Ms _____

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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

D. Certificate for Sole Proprietor

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

Signed _____ Date _____

Name _____ Position Sole Proprietor _____

T2.2-09: 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		

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 are approximately 20 lines visible. The paper has a thin black border around its edges.

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.

[illegible]

This image shows a single sheet of white paper with horizontal 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.

T2.2-14: SCHEDULE OF PROPOSED SUBCONTRACTORS

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

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

Provide information of the Sub-contractors below:

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

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

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

Transnet National Ports Authority**Contract Number:** TNPA/2022/03/0177/RFP**Description of the works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

T2.2-15 : CIDB SFU 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: _____

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 SBD4 must be completed for each tender and be attached as a tender requirement.

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

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

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

Signed

Date

Name

Position

Enterprise
name

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the

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

intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

Transnet will award preference points to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific Codes (if applicable).

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. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.
- 1.3 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.4 The maximum points for this bid are allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor 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 supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.

3. POINTS AWARDED FOR PRICE

3.1 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

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

- 4.1 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

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned)

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a sworn affidavit as the generic codes are not applicable to them.

[illegible]

--	--	--

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional Supplier/Service provider
- ☐ Other Suppliers/Service providers, e.g., transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;

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

WITNESSES

1.

2.

.....

SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

Transnet National Ports Authority

Contract Number: TNPA/2022/03/0177/RFP

Description of the works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay



T2.2-16 RFP NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

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

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

and

the Company as indicated in the RFP bid response hereto

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** means Transnet's Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:
 - 1.3.1 is publicly available at the time of its disclosure or becomes publicly available [other than as a result of disclosure by the Receiving Party or any of its Agents contrary to the terms of this Agreement]; or
 - 1.3.2 was lawfully in the possession of the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] free of any restriction as to its use or disclosure prior to its being so disclosed; or
 - 1.3.3 following such disclosure, becomes available to the Receiving Party or its Agents [as can be demonstrated by its written records or other reasonable evidence] from a source other than the Disclosing Party or its Agents, which source is not bound by any duty of confidentiality owed, directly or indirectly, to the Disclosing Party in relation to such information;

- 1.4 **Group** means any subsidiary, any holding company and any subsidiary of any holding company of either party; and
- 1.5 **Information** means all information in whatever form including, without limitation, any information relating to systems, operations, plans, intentions, market opportunities, know-how, trade secrets and business affairs whether in writing, conveyed orally or by machine-readable medium.

2. CONFIDENTIAL INFORMATION

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

3. RECORDS AND RETURN OF INFORMATION

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

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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

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.

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 T2.2-20 "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 a tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5, 000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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:

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., without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where Services will be rendered [market allocation]
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - f) Tendering with the intention not winning the tender.

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-20 SERVICE PROVIDER INTEGRITY PACT

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage 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 with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Tenderers / Service Providers 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 Tenderer 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.
- 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 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.
- 3.2 The acceptance and giving of gifts may be permitted provided that:
 - a) the gift does not exceed R1 000 (one thousand Rand) in retail value;
 - b) many low retail value gifts do not exceed R 1 000 within a 12-month period;
 - c) hospitality packages do not exceed R5 000 in value or many low value hospitality packages do not cumulatively exceed R5 000;
 - d) a Tenderer / Service Provider does not give a Transnet employee more than 2 (two) gifts within a 12 (twelve) month period, irrespective of value;
 - e) a Tenderer / Service Provider does not accept more than 1 (one) gift in excess of R750 (seven hundred and fifty Rand) from a Transnet employee within a 12 (twelve) month period, irrespective of value;
 - f) a Tenderer / Service Provider may under no circumstances, accept from or give to, a Transnet employee any gift, business courtesy, including an invitation to a business meal and /or drinks, or hospitality package, irrespective of value, during any Tender evaluation process, including a period of 12 (twelve) months after such tender has been awarded, as it may be perceived as undue and improper influence on the evaluation process or reward for the contract that has been awarded; and

- g) a Tenderer / Service Provider may not offer gifts, goods or services to a Transnet employee at artificially low prices, which are not available to the public at those prices.
- 3.3 The Tenderer / 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 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 or detriment of Transnet or other competitors.
- 3.8 The Tenderer / Service Provider / Contractor shall furnish Transnet with a copy of its code of conduct, which code of conduct shall reject the use of bribes and other dishonest and unethical conduct, as well as compliance programme for the implementation of the code of conduct.
- 3.9 The Tenderer / Service Provider / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4 INDEPENDENT TENDERING

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

- b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
 - b) geographical area where Goods or Services will be rendered [market allocation];
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a Tender;
 - e) the submission of a Tender which does not meet the specifications and conditions of the RFP; or
 - f) tendering with the intention of not winning the Tender.
- 4.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the Goods or Services to which his/her tender relates.
- 4.5 The terms of the Tender as submitted have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
- 4.6 Tenderers are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Tenders and contracts, Tenders that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority [**NPA**] for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.
- 4.7 Should the Tenderer find any terms or conditions stipulated in any of the relevant documents quoted in the Tender unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Tender. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be.

5 DISQUALIFICATION FROM TENDERING PROCESS

- 5.1 If the Tenderer / Service Provider / Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer / Service Provider into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer / Service Provider 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 All the stipulations around Transnet's blacklisting process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual are included herein by way of reference. Below follows a condensed summary of this blacklisting procedure.
- 6.2 Blacklisting is a mechanism used to exclude a company/person from future business with Transnet for a specified period. The decision to blacklist is based on one of the grounds for blacklisting. The standard of proof to commence the blacklisting process is whether a "*prima facie*" (i.e., on the face of it) case has been established.
- 6.3 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to blacklisting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.
- 6.4 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.5 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

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

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

7 PREVIOUS TRANSGRESSIONS

7.1 The Tenderer / 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 Form contained in the applicable RFX document.)

8 SANCTIONS FOR VIOLATIONS

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

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

9.4 The Tenderer / Service Provider / Contractor shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any committee member or any person involved in the sourcing process, where this is done, Transnet shall

be entitled forthwith to rescind the contract and all other contracts with the Tenderer / Service Provider / Contractor.

10 MONITORING

10.1 Transnet will be responsible for appointing an independent Monitor to:

- a) Conduct random monitoring of compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for less than R100,000.000 (one hundred million Rand) in value;
- b) Monitor compliance to the provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor for greater than R100,000.000 (one hundred million Rand) in value; and
- c) Investigate any allegation of violation of any provisions of this Integrity Pact for contracts entered into between Transnet and the Tenderer / Service Provider / Contractor, irrespective of value.

10.2 The Monitor will be subjected to Transnet's Terms of Conditions of Contract for the Provision of Services to Transnet, as well as to Transnet's Service Provider Code of Conduct.

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

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

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

12 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a Tenderer / Service Provider / Contractor makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and

- d) **Abuse of court process:** when a Tenderer / Service Provider / Contractor abuses the court process in order to gain a competitive advantage during a Tender process.

13 GENERAL

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

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

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.

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

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

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

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

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

Company 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: _____

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.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			

T2.2-24: FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of tenderer)

Date

Confirmed by Guarantor's Authorised Representative

Signature(s)

Name (print)

Capacity

On behalf of Guarantor
(Bank/insurer)

Date



T2.2-25: 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:

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

T2.2-26: 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:

.....

.....

.....

.....

.....

.....

.....

T2.2-27 SUPPLIER DECLARATION FORM WITH TRASNET VENDOR REGISTRATION FORM

Transnet Vendor Management has received a request to load / change your company details onto the Transnet vendor master database. Please return the completed Supplier Declaration Form (SDF) together with the required supporting documents as per Appendix A to the Transnet Official who is intending to procure your company's services / products, to enable us to process this request. Please only submit the documentation relevant to your request.

Please Note: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury's Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

General Terms and Conditions:

Please Note: Failure to submit the relevant documentation will delay the vendor creation / change process.

Where applicable, the respective Transnet Operating Division processing your application may request further or additional information from your company.

The Service Provider warrants that the details of its bank account ("the nominated account") provided herein, are correct and acknowledges that payments due to the Supplier will be made into the nominated account. If details of the nominated account should change, the Service Provider must notify Transnet in writing of such change, failing which any payments made by Transnet into the nominated account will constitute a full discharge of the indebtedness of Transnet to the Supplier in respect of the payment so made. Transnet will incur no liability for any payments made to the incorrect account or any costs associated therewith. In such an event, the Service Provider indemnifies and holds Transnet harmless in respect of any payments made to an incorrect bank account and will, on demand, pay Transnet any costs associated herewith.

Transnet expects its suppliers to timeously renew their Tax Clearance and B-BBEE certificates (Large Enterprises and QSEs less than 51% black owned) as well as sworn affidavits in the case of EMEs and QSEs with more than 51% black ownership as per Appendices C and D.

In addition, please take note of the following very important information:

1. **If your annual turnover is R10 million or less**, then in terms of the DTI Generic Codes of Good Practice, you are classified as an Exempted Micro Enterprise (EME). If your company is classified as an EME, please include in your submission a sworn affidavit confirming your company's most recent annual turnover is less than R10 million and percentage of black ownership and black female ownership in the company (Appendix C) OR B-BBEE certificate issued by a verification agency accredited by SANAS in terms of the EME scorecard should you feel you will be able to attain a better B-BBEE score. It is only in this context that an EME may submit a B-BBEE verification certificate. These EME sworn affidavits must be accepted by the Government introduced this mechanism specifically to reduce the cost of doing business and regulatory burden for these entities and the template for the sworn affidavit is available at no cost on the website www.thedti.gov.za or EME certificates at CIPC from www.cipic.co.za.

The B-BBEE Commission said, "that only time an EME can be verified by a SANAS accredited verification professional is when it wishes to maximise its B-BBEE points and move to a higher B-BBEE recognition level, and that must be done use the QSE Scorecard".

2. **If your annual turnover is between R10 million and R50 million**, then in terms of the DTI codes, you are classified as a Qualifying Small Enterprise (QSE). A QSE which is at least 51% black owned, is required to submit a sworn affidavit confirming their annual total revenue of between R10 million and R50 million and level of black ownership (Appendix D). QSE that does not qualify for 51% of black ownership, are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS their QSEs are required to submit a B-BBEE verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g., SANAS Member).

3. **If your annual turnover exceeds R50 million**, then in terms of the DTI codes, you are classified as a Large Enterprise. Large Enterprises are required to submit a B-BBEE level verification certificate issued by a verification agency accredited by SANAS.

Please Note: B-BBEE certificate and detailed scorecard should be obtained from an accredited rating agency (e.g., SANAS Member).

4. **The supplier to furnish proof to the procurement department as required in the Fourth Schedule of the Income Tax Act. 58 of 1962** whether a supplier of service is to be classified as an "employee", "personal service provider" or "labour broker". Failure to do so will result in the supplier being subject to employee's tax.

5. **No payments can be made to a vendor until the** vendor has been registered / updated, and no vendor can be registered / updated until the vendor application form, together with its supporting documentation, has been received and processed. No payments can be made to a vendor until the vendor has met / comply with the procurement requirements.

6. It is in line with PPPFA Regulations, only valid B-BBEE status level certificate issued by an unauthorised body or person OR a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice, OR any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS") as such B-BBEE certificates are invalid for lack of authority and mandate

to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

8. Presenting banking details. Please note: Banks have decided to enable the customers and provide the ability for customers to generate Account Confirmation/Bank Account letters via their online platform; this is a digital approach to the authentication of banking details.

SUPPLIER DECLARATION FORM

Supplier Declaration Form

Important Notice: all organisations, institutions and individuals who wish to provide goods and/or services to organs of the State must be registered on the National Treasury Central Supplier Database (CSD). This needs to be done via their portal at <https://secure.csd.gov.za/> **before applying to Transnet.**

CSD Number (MAAA xxxxxxxx):

Company Trading Name						
Company Registered Name						
Company Registration No or ID No If a Sole Proprietor						
Company Income Tax Number						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Did your company previously operate under another name?				Yes		No	
If YES state, the previous details below:							
Trading Name							
Registered Name							

Company Registration No or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Education al Institution	Specialise d Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	
If your business entity is not VAT Registered, please submit a current original sworn affidavit (see example in Appendix I). Your Non-VAT Registration must be confirmed annually.	

Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

Company Physical Address		
		Code
Company Postal Address		
		Code
Company Telephone number		
Company Fax Number		
Company E-Mail Address		

Company Website Address	
-------------------------	--

Company Contact Person Name	
Designation	
Telephone	
Email	

Is your company a Labour Broker?	Yes		No	
Main Product / Service Supplied e.g., Stationery / Consulting / Labour etc.				
How many personnel does the business employ?	Full Time		Part Time	
Please Note: Should your business employ more than 2 full time employees who are not connected persons as defined in the Income Tax Act, please submit a sworn affidavit, as per Appendix II.				

Most recent Financial Year's Annual Turnover	<R10Million EME		>R10Million <R50Million QSE		>R50Million Large Enterprise	
--	---------------------------	--	--	--	--	--

Does your company have a valid proof of B-BBEE status?						Yes		No						
Please indicate your Broad-Based BEE status (Level 1 to 9)						1	2	3	4	5	6	7	8	9
Majority Race of Ownership														
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership		% Black Youth Ownership								

% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans			
--------------------	--	--------------------------------------	--	---------------------------	--	--	--

Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency.
- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

Supplier Development Information Required	
<p>EMPOWERING SUPPLIER</p> <p>An Empowering Supplier is a B-BBEE compliant Entity which complies with at least three criteria if it is a large Entity, or one criterion if it is a Qualifying Small Enterprise ("QSE"), as detailed in Statement 400 of the New Codes.</p> <p>In terms of the requirements of an Empowering Supplier, numerous companies found it challenging to meet the target of 25% transformation of raw materials or beneficiation including local manufacturing, particularly so, if these companies imported goods or products from offshore. The matter was further compounded by the requirement for 25% of Cost of Sales, excluding labour cost and depreciation, to be procured from local producers or suppliers.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>FIRST TIME SUPPLIER</p> <p>A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1st time.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>SUPPLIER DEVELOPMENT PLAN</p> <p>Supplier Development Plan is a plan that when we as Transnet award a supplier a long-term contract depending on the complexity of the Transaction. We will negotiate supplier development obligations that they must meet throughout the contract duration. e.g., we might request that they (create jobs or do skills development or encourage procurement from designated groups. (BWO, BYO & BDO etc.).</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>

DEVELOPMENT PLAN DOCUMENT Agreed plan that will be crafted with the supplier in regard to their development (It could be for ED OR SD in terms of their developmental needs they may require with the company.	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents
ENTERPRISE DEVELOPMENT BENEFICIARY A supplier that is not as yet in our value chain that we are assisting in their developmental area.	YES <input type="radio"/> NO <input type="radio"/>
SUPPLIER DEVELOPMENT BENEFICIARY A supplier that we are already doing business with or transacting with and we are also assisting them in their developmental area e.g. (They might require training or financial assistance etc.)	YES <input type="radio"/> NO <input type="radio"/>
GRADUATION FROM ED TO SD BENEFICIARY When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES <input type="radio"/> NO <input type="radio"/>
ENTERPRISE DEVELOPMENT RECIPIENT A supplier that isn't in our value chain as yet, but we have assisted them with an ED intervention	YES <input type="radio"/> NO <input type="radio"/>

By signing below, I hereby verify that I am duly authorised to sign for and on behalf of firm / organisation and that all information contained herein and attached herewith are true and correct			
Name and Surname		Designation	
Signature		Date	

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

I, _____ solemnly swear/declare that _____ is not a registered VAT vendor and is not required to register as a VAT vendor because the combined value of taxable supplies made by the provider in any 12-month period has not exceeded or is not expected to exceed R1million threshold, as required in terms of the Value Added Tax Act.

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

Thus signed and sworn to before me at _____ on this the _____ day of _____ 20_____,

the Deponent having knowledge that he/she knows and understands the contents of this Affidavit, and that he/she has no objection to taking the prescribed oath, which he/she regards binding on his/her conscience and that the allegations herein contained are all true and correct.

Commissioner of Oaths

APPENDIX C**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10, 000,000.00 (Ten Million Rands) and R50, 000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

APPENDIX D**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	

Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent;</p> <p>or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp

VENDOR REGISTRATION DOCUMENTS CHECKLIST

Please note that you will have to provide the first two documents on the list (highlighted in red) and the rest will be provided by the supplier:

	Yes	No
1. Complete the "Supplier Declaration Form" (SDF) (commissioned). See attachment.		
2. Complete the "Supplier Code of Conduct" (SCC). See attachment.		
3. Copy of cancelled cheque OR letter from the bank verifying banking details (with bank stamp not older than 3 Months & sign by Bank Teller).		
4. Certified (Not Older than 3 Months) copy of Identity document of Shareholders/Directors/Members (where applicable).		
5. Certified copy of certificate of incorporation, CM29 / CM9 (name change).		
6. Certified copy of share Certificates of Shareholders, CK1 / CK2 (if CC).		
7. A letter with the company's letterhead confirming both Physical and Postal address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a SANAS Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		



Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay**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:

Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
---------------	---

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

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:



Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

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

	Address	Registered address: eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority, a division of Transnet SOC Limited Port of Saldanha Bayvue Centre Marine Drive Saldanha 7395
10.1	The <i>Project Manager</i> is: (Name)	Phakama Mbarane
	Address	Transnet National Ports Authority, a division of Transnet SOC Limited Port of Saldanha Bayvue Centre Marine Drive Saldanha 7395
	Tel	+27 66 016 0613
	e-mail	Phakama.Mbarane@Transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Shirley Ngwenya
	Address	Transnet National Ports Authority, a division of Transnet SOC Limited Port of Saldanha Bayvue Centre Marine Drive Saldanha 7395
	Tel No.	+27 22 703 5437
	e-mail	Shirley.Ngwenya@Transnet.net
11.2(13)	The <i>works</i> are	Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay



11.2(14)	The following matters will be included in the Risk Register	1. Tidal Conditions 2. Release of contaminants from sediment 3. Barge - Fuel pipeline, tank failure.	
11.2(15)	The <i>boundaries of the site</i> are	As stated in Part C4.1."Description of the Site and it surroundings"	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	The Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	2 weeks	
2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	03 February 2023	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	<i>Condition to be met</i>	<i>key date</i>
		1 Safety file approval	27 October 2022
		2 Site establishment	28 October 2022
		3 Deployment of long reach excavator	11 November 2022
		4 Excavation / breaking hard material	18 November 2022
		5 Placement and completion of scour	17 January 2023
		6 Site Handover	31 January 2023
30.1	The <i>access dates</i> are	Part of the Site	Date
		1 OSSB Facility	27 October 2022



31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.
31.2	The <i>starting date</i> is	06 October 2022
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	2 weeks.
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
4	Testing and Defects	
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.
43.2	The <i>defect correction period</i> is	2 weeks
5	Payment	
50.1	The <i>assessment interval</i> is monthly on the	15th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) <ul style="list-style-type: none"> • within a calendar month, • 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 the weather which the weather data show to occur on average less frequently than once in ten years is taken into account in assessing a compensation event.

the number of days with minimum air temperature less than 0 degrees Celsius

the number of days with snow lying at 08:00 hours South African Time

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:

the cumulative rainfall (mm)

and which are available from:

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

7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	1. Tidal Conditions 2. Release of contaminants from sediment 3. Barge - Fuel pipeline, tank failure etc
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.

Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2 Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3 Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4 Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon
The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.

Note:

The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."

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

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

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000.**

		<p>5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement</p> <p>6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000</p> <p>7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.</p>
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is	Whatever the <i>Contractor</i> requires in addition to the amount of insurance taken out by the <i>Employer</i> for the same risk.
84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract

9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) the Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town, Western Cape, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)
12	Data for secondary Option clauses	
X2	Changes in the law	No additional data is required for this Option



Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

X7	Delay damages
X7.1	Delay damages for Completion of R13 646 per day. the whole of the <i>works</i> are
X13	Performance bond
X13.1	The amount of the performance 5% of the total of the Prices bond is
X16	Retention
X16.1	The retention free amount is Nil
	The retention percentage is 10% on all payments certified.
X18	Limitation of liability



Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

X18.1	The <i>Contractor's</i> liability to the Nil <i>Employer</i> for indirect or consequential loss is limited to:
X18.2	For any one event, the The deductible of the relevant insurance <i>Contractor's</i> liability to the policy <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:
X18.3	The <i>Contractor's</i> liability for The cost of correcting the Defect Defects due to his design which are not listed on the Defects Certificate is limited to:
X18.4	The <i>Contractor's</i> total liability to The Total of the Prices the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:
X18.5	The <i>end of liability date</i> is 5 years after Completion of the whole of the works

Z ***Additional conditions of contract are:***



Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

**Z1 Additional clause relating to
Performance Bonds and/or
Guarantees**

Z1.1

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

Z2 Additional clauses relating to Joint Venture

Z2.1

Insert the additional core clause 27.5

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

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

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

constituents to provide the Works.

- **Financial requirements for the Joint Venture:**

- iv. **the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time;**
- v. **the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

Z2.2

Insert additional core clause 27.6

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

Z3 Additional obligations in respect of Termination

Z3.1

The following will be included under core clause 91.1:

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

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

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

Z3.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z3.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z4	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z4.1		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> 1. Confidential – this clearance is based on any information which may be used by malicious, opposing or hostile elements to harm the objectives and functions of an organ of state. 2. Secret – clearance is based on any information which may be used by malicious, opposing or hostile elements to disrupt the objectives and functions of an organ of state. 3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z5	Additional Clause Relating to Collusion in the Construction Industry	
Z5.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.



Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

**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.

Z7 BBBEE Clauses

Z7.1

Insert additional clause 27.7.

27.7.1. The *Employer* encourages its *Contractors* to constantly strive to improve their B-BBEE Contributor Status Levels.

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:	

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

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



Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

C1.3 Forms of Securities

Pro forma Performance Guarantee

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

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

Option X13: Performance bond

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

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

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

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



Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

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

Transnet SOC Ltd
C/o Transnet National Ports Authority
eMendi Building
N2 Neptune Road
Off Klub Road
Port of Ngqura
Port Elizabeth
6100

Date:

Dear Sirs,

Performance Bond for Contract No. TNPA/2022/03/0177/RFP

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

Transnet SOC Limited, Registration No. 1990/000900/30

(the *Employer*) and

{Insert registered name and address of the *Contractor*}

(the *Contractor*), for

Dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay.

(the *works*).

I/We the undersigned

on behalf of the
Guarantor

of physical address

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

1. The terms *Employer*, *Contractor*, *Project Manager*, *works* and Completion Certificate have the meaning as assigned to them by the *conditions of contract* stated in the Contract Data for the aforesaid Contract.

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Guarantor shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Guarantor. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
4. This bond will lapse on the earlier of
 - the date that the Guarantor receives a notice from the *Project Manager* stating that the Completion Certificate for the whole of the *works* has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
5. Always provided that this bond will not lapse in the event the Guarantor is notified by the *Project Manager*, (before the dates above), of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
6. The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Guarantor of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense.
7. Our total liability hereunder shall not exceed the sum of:

(say) _____

R _____
8. This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa

Signed at _____ on this _____ day of _____ 201__

Signature(s)

Name(s) (printed)

Position in Guarantor company

Signature of Witness(s)

Name(s) (printed)

PART 2: PRICING DATA – MARINE WORKS

Document reference	Title	No of pages
C2.1	Pricing instructions: Option B	3
C2.2	The <i>bill of quantities</i>	

C2.1 Pricing instructions: Option B

1. The *conditions of contract*

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

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

Identified and defined terms	11	
	11.2	(21) The Bill of Quantities is the <i>bill of quantities</i> as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.
		(22) Defined Cost is the cost of the components in the Shorter Schedule of Cost Components whether work is subcontracted or not excluding the cost of preparing quotations for compensation events.
		(28) The Price for Work Done to Date is the total of <ul style="list-style-type: none">• 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• a proportion of each lump sum which is the proportion of the work covered by the item which the <i>Contractor</i> has completed. Completed work is work without Defects which would either delay or be covered by immediately following work. (31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

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

1.2. Function of the Bill of Quantities

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

1.3. Guidance before pricing and measuring

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

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

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

2. Measurement and payment

2.1. Symbols

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

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

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

2.2. General assumptions

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

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

- 2.2.5. 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 certified for payment by the *Project Manager* at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the *bill of quantities* are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

2.3. Departures from the *method of measurement*

2.4. Amplification of or assumptions about measurement items

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

C2.2 The *bill of quantities*

Item No.	Description	Unit	Quantity	Rate	Estimated Cost
	BILL NO: 1				
1	PRELIMINARIES & GENERAL				
1,1	Fixed Cost Items				
	Contractual Requirements				
1.1.1	Provision of Health and Safety File	Sum	1		
1.1.2	All other Contractual and legal requirements	Sum	1		
	Facilities for Contractor				
1.1.3	Offices and storage sheds	Sum	1		
1.1.4	Ablution and mess facilities	Sum	1		
1.1.6	Tools and equipment	Sum	1		
1.1.7	Site Establishment	Sum	1		
1.1.8	Site De-Establishment	Sum	1		
1.1.9	Plant Mobilisation	Sum	1		
Fixed Items					R -
1,2	Time Related Items				
1.2.1	Plant and Equipment	Item	1		
1.2.2	Supervision & Security	Item	1		
Time-related Items					R -
Total Carried to Final Summary					R -
	BILL NO: 2				
2,2	Scour protection				
2.2.1	Deliver stone 100-300kg	ton	6072		
2.2.3	Placement of material	m ³	2208		

2.2.4	Diving Services	Sum	1		
2.2.5	Hydrographic in-survey data	Sum	1		
2.2.5	Hydrographic out-survey data	Sum	1		
	BILL NO: 3				
3,1	Removal of Shipwreck				
3.1.1	Remove shipwreck and dispose as per specification	Ton	Rate only		Rate only
	BILL NO: 4				
4,1	Turbidity				
4.1.1	Contractor to supply equipment and monitor on a continuous basis the turbidity during the dredging activity	Weeks	12		
	BILL NO: 5				
5.1	Hydraulic Excavation Work				
	The contractor shall supply and operate a Long Reach Excavator at the identified site, the excavator to be equipped with an excavating bucket and shall have an alternative hydraulic breaker tool to break harder material. The excavator to be equipped with a DGPS for accurate positioning along the quay and shall be able to reach and excavate a distance of at least 12m from the quay wall and -13.3m deep.				
5.1.1	Long reach excavator with heavy duty bucket.	No.	1		
5.1.2	Hydraulic hammer breaker tool.	No.	1		
5.1.3	Plant standing time	days	10		
Bill 2 - 5					R
					-
Final Summary					R
					-

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

PART C3: SCOPE OF WORK

Document reference	Title	No of page
C3.1	This cover page	1
	<i>Employer's Works Information</i>	50
Total number of pages		50

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

C3.1 EMPLOYER'S WORKS INFORMATION

Contents

PART C3: SCOPE OF WORK.....	1
SECTION 1.....	4
1 Description of the <i>works</i>	4
1.1 Executive overview	4
1.2 <i>Employer's</i> objectives	6
1.3 Interpretation and terminology	6
2 Engineering and the <i>Contractor's</i> design	7
2.1 Employer's design	7
2.2 Parts of the <i>works</i> which the <i>Contractor</i> is to design.....	7
2.3 Procedure for submission and acceptance of <i>Contractor's</i> design	7
2.4 Review and Acceptance of <i>Contractor</i> Documentation	9
2.5 Other requirements of the <i>Contractor's</i> design	9
2.6 Design of Equipment	10
2.7 Equipment required to be included in the <i>works</i>	10
2.8 As-built drawings, operating manuals and maintenance schedules.....	10
3 Construction	12
3.1 Temporary <i>works</i> , Site services & construction constraints	12
3.2 Completion, testing, commissioning and correction of Defects	23
4 Plant and Materials Standards and Workmanship.....	26
4.1 Investigation, Survey and Site Clearance.....	26
4.2 Civil Engineering and Structural Works.....	27
5 List of Drawings	29
5.1 Drawings issued by the <i>Employer</i>	29
SECTION 2.....	31
6 Management and start up	31
6.1 Management meetings.....	31
6.2 Documentation Control	33
6.3 Safety risk management	33
6.4 Environmental constraints and management	34
6.5 Quality assurance requirements	38

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

6.6	Programming constraints.....	39
6.7	Contractor's management, supervision and key people	43
6.8	Training workshops and technology transfer.....	45
6.9	Insurance provided by the Employer	45
6.10	Contract change management.....	45
6.11	Provision of bonds and guarantees	46
6.12	Records of Defined Cost, payments & assessments of compensation events kept by Contractor.....	46
6.13	The <i>Contractor's</i> Invoices	46
6.14	People	47
6.15	Plant and Materials	49
6.16	Tests and inspections before delivery.....	50
6.17	Marking Plant and Materials outside the Working Areas.....	50
6.18	<i>Contractor's</i> Equipment (including temporary <i>works</i>).....	50
7	Annexures.....	51

SECTION 1

1 Description of the *works*

1.1 Executive overview

The Port is required to provide safe working water depths for sea operations, including maintaining existing depths as per the Harbour Master's nautical chart and to provide required depth for safe sea operations to tenants. The required depth at the OSSB facility is -8.5mCD after the placement of the 1m scour rock layer. A section of the quay wall is already at depth, as it was dredged during the extension of the quay and sheet pile construction. The purpose of this project is to satisfy this requirement.

The scope of work shall include the following activities:

- **Hydraulic Excavation Work**

- Establishment or Mobilisation of Plant with excavating bucket and hydraulic breaker.
- Conduct an In-survey to record the details of the area to be excavated. Refer to drawing number **SBH06A7002-001**
- Plant to be fitted with Differential Global Positioning System (DGPS) for accuracy in both the horizontal and vertical movement; and to reach and break the material to the required depth.
- Experienced operator to execute the excavation work along a quay wall at approximately -12 meters below the level of the excavator.
- Excavation work to break through calcrete material of up to -1.5m to reach -9.5m water depth Chart Datum (CD).
- Conduct an Out-survey (Hydrographic surveys) to quantify the amount of calcrete material broken and establish the depth is reached.
- Demobilisation of plant and tools.

- **Supply of Rocks and Placement of Scour Protection at the OSSB quay.**

The depth required at the OSSB quay triggered the need for scour protection for the newly installed sheet pile wall. The dredging of the quay wall will be to -9.5mCD to allow for the placement of a 1m layer of rock scour protection as per the design used for the joining of the block wall and sheet pile wall section during the OSSB extension project. The scour rocks are to be placed 160m along the face of the quay wall and 13.5m to the west of the OSSB quay.

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

The dredging work is not included in this contract and will be done by a third party.

- **The Scour Protection will include:**

- Provide and transport armour rock to site and stockpiling for use. Refer to drawing number **SBH06W0006-001-00** for the stockpiling area.
- Placement of armour rocks (100kg to 300kg).
- In and out surveys (Hydrographic surveys), to monitor and track depth and placement of rock in accordance with specification (Design level -8.5m CD {+0.0m -0.3m}) Refer to drawing number **SBH06A7002-001**
- Bathymetry surveys of the sea floor to up to 20 meters west from base of the quay sheet-pile wall.
- Produce as-built drawings of the scour protection upon completion of construction.

- **Diving and Salvage Services for an Abandoned Ship Wreck (Refer to drawing number SBH06A7002-001).**

- Diving and assessing the condition of the ship remains.
- Removal of ship wreckage and disposal at an approved site.
- Monitoring and assisting in Scour placement.

- **Turbidity Monitoring**

- Real-time monitoring of the predetermined positions for the duration of the dredging project.

A copy of Saldanha Bay General Maintenance Quay Extensions –Geotechnical Investigation Final Interpretive Report Rev1 (**Annexure A**) indicating geotechnical profile of the facility will be made available to the contractor. And any other work arising out of or incidental to the above, or required of the Contractor for the proper completion of the Works in accordance with the true meaning and intent of the Contract.

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

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

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

1.2 *Employer's objectives*

The *Employer's* objective is to stabilise the base of the OSSB quay wall and removal of ship wreckage including disposal.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
1) CA	Contract Administrator
2) CQA/QCM	<i>Contractor's</i> QA/QC Manager
3) CDR	<i>Contractor</i> Documentation Register
4) CDS	<i>Contractor</i> Documentation Schedule
5) CSHEO	<i>Contractor's</i> Safety Health and Environmental Officer
6) CHSMP	<i>Contractor's</i> Health and Safety Management Plan
7) PSIRM	Project Site Industrial Relations Manager
8) PSPM	Project Safety Program Manager
9) PSSM	Project Site Safety Manager
10) ProjM	Project Manager
11) ProjEM	Project Environmental Manager
12) ProjEO	Project Environmental Officer
13) QA	Quality Assurance
14) SANS	South African National Standards
15) SES	Standard Environmental Specification
16) SHE	Safety, Health and Environment
17) AFC	Approved for construction
18) OBL	Outside battery limits
19) cd	Compact disc
20) DWT	Dead weight tonnage
21) TNPA	Transnet National Ports Authority
22) CD	Chart Datum
23) OSSB	Offshore Supply Base

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

Where in these documents and annexure the words or expression "Engineer" or "Technical Officer" is used, read "*Project Manager*" or "*Supervisor*" as the context require.

Where in these documents and annexure the words or expression "RE" is used, read "*Project Manager*" or "*Supervisor*" as the context require.

2 Engineering and the *Contractor's* design

2.1 Employer's design

2.1.1 The design of the *works* is done by the *employer*.

The *Employer* supplies the following:

- Works Information.
- Technical specifications.
- Drawings.

The drawings for providing the *works* are listed in Part 5 of this *Works Information*.

2.1.2 The *Employer* grants the *contractor* a licence to use the copyright in design data presented to the *contractor* for the purpose of the works (and the *contractor's* obligation under paragraph 2.2 of the *employer's* Works Information) ONLY.

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

All temporary *works* shall be designed by the *Contractor* and shall remain the *Contractor's* responsibility. The *Contractor* shall submit shop drawings for structural steel to the *Project Manager* for approval before the manufacturing of steel work can commence. The *Contractor* shall appoint suitably qualified and experienced designers to carry out such work and shall indemnify and hold indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the temporary *works*. The *Contractor* shall be responsible for full compliance with all codes of practice, safety, professional procedures, checking, site approval and requirement of the construction regulations with regards to the temporary *works*. Temporary *works* are all *works* other than the permanent *works* indicated on the drawings and which shall be removed from the site at the end of construction.

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

None.

2.3 Procedure for submission and acceptance of *Contractor's* design

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

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

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

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

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

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

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

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

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

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

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

costs incurred by the *Contractor* in completing such drawings, may be claimed from the *Employer*.

2.4 Review and Acceptance of *Contractor* Documentation

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

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

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

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

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

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

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

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

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

2.5 Other requirements of the *Contractor's* design

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

The *Contractor* shall, where applicable, comply with all the design requirements including the requirements for as-built drawings, operating manuals and maintenance schedules as set out in the detail specifications requirements.

2.6 Design of Equipment

The *Contractor* designs all Equipment and submits same to the *Project Manager* for his information only.

The *Contractor* ensures that his Equipment is safe and that it complies fully with the applicable statutory requirements including the relevant provisions of the Construction Regulations. The *contractor* shall submit calibration certificates for all equipment.

The *Contractor* provides all qualified operators, special certificates, permits to operate and the like for Equipment as required by the General Machineries Regulations of the Occupational Health and Safety Act 85 of 1993 and submits to the *Project Manager* for his acceptance prior to using the Equipment on the Site and/or Working Areas.

The *Contractor* indemnifies and holds indemnified the *Project Manager* and *Employer* against any claims and actions that may arise out of the Equipment.

The *Contractor* undertakes design safety reviews at intervals determined by the PQP with the *Project Manager*, Construction Manager, and *Supervisor*. The *Contractor's* CDE, CP, CQA/QC and CSHEO attend.

2.7 Equipment required to be included in the *works*

The *contractor* shall provide all necessary equipment to undertake safely the execution of the *works* from commencement to completion. The equipment supplied by the *contractor* shall be for the *works* as stipulated in this *works* information document only and shall be necessary equipment to fulfil the scope of *works* of this C3.1 document.

2.8 As-built drawings, operating manuals and maintenance schedules

2.8.1 The *Contractor* provides the following:

- As-built drawings;
- Update SHE file; and
- All other site information records relating to the works.

2.8.2 As-Built/Final Documentation

Unless otherwise stated in the CDS the required number of copies of As-Built/Final documents/drawings shall be:

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

- 4x hard copies (full size).
- 4x USB Flash Drives with Adobe Acrobat (.PDF) and "Native" file format.

File naming convention on drawings/documents and labelling on USB Flash Drives shall be in accordance with the numbers assigned on the CDR.

2.8.3 Installation, Maintenance and Operating Manuals and Data Books

The *Contractor* provides manuals in an A4 hard covered, black, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.

Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.

The Contractor submits the draft Table of Contents to the Project Manager for acceptance prior to the compilation and official submittal of the manuals.

The address, phone numbers, fax numbers and reference numbers of all Sub-Contractors is provided.

Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.

The required number of copies of the manual (s) shall be as specified by the Project Manager and submitted per type or model number of equipment included in the contract, or as specified by the Project Manager.

A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows:

- Project Name.
- Manual Title.
- File No. and Title.
- Manual Numbering (e.g. Volume 1 of 2, etc.).
- Contract Number.
- Contractor Name.

3 Construction

3.1 Temporary works, Site services & construction constraints

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

The *Contractor* complies with the employer's site entry and security control, permits, and site regulations. The *Contractor* shall take out temporary entry permits for all staff working within the harbour.

The *contractor* will be required to compile and submit a Safety Health and Environment (SHE) File prior to obtaining access to site. The SHE file will have to be assessed and approved by the Transnet NPA SHEQ Department prior to accessing the site.

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

The *Contractor* shall ensure that he complies with the regulations of the *employer*, when working on site. A list of workmen shall be given to the *Project Manager* to arrange for the necessary permits. A minimum of 48 hours' notice is necessary for the processing of these permits. This includes changes to staff during the contract period. All workers would require to undergo the *employer* Safety, Health and Environment Induction before the access permit will be issued. The Safety, Health and Environment Inductions take place every Monday and Wednesday from 9:00 till 11:00. An Induction session needs to be arranged through the *Project Manager* 48 hours prior to the session. Access and use of the site for construction purposes will only be permitted once the site access certificate is issued.

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

The *Contractor* may enter the Employer's Operational Areas adjacent to the Site and Working Areas. The *Contractor* plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.

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

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

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

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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 The Contractor complies with the following requirements of the Employer regarding access / egress permissions and restrictions for personnel and Equipment within the Site boundaries:

- Site access requirements at the entrances to the employer premises and on site;
- Site access permits;
- Zero tolerance on alcohol and substance use policy; and
- Any other permits issued to the *contractor* by the *employer* for use during the execution of the works.

3.1.5 People 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).

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

3.1.6 The *Contractor* complies with the following hours of work for his people (including Subcontractors) employed on the Site:

Normal working hours are between 07:30 to 16:30 Mondays to Fridays. If it is required to work outside the stated normal working hours the *contractor* shall obtain written permission at least 24 hours before such *work* needs to be undertaken. This request should be sent to the *Project Manager* in writing. The *employer* will not unreasonably withhold permission.

3.1.7 The Contractor keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the Project Manager at all reasonable times.

3.1.8 Health and safety facilities on Site

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

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

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

The *Contractor* ensures that its *Subcontractors* comply with the requirements of the CHSMP.

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

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

In addition, the *Contractor's* health and safety file index shall as a minimum consist of the check list items provided in the SHE specification and check list to be provided to the successful bidder for the SHE file compilation.

The *Contractor's* Safety Health and Environmental Officer (CSHEO) shall submit daily, weekly and monthly reports and data as required by the CHSMP to the PSSM. The role of the CSHEO is stated under paragraph 6.7.1 of the Works Information.

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

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

- Implement the Employers safety management system.
- Monitor Contractor's compliance to the CHSMP.

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

- Ensure risk is at an acceptable level.
- Ensure the Contractor's workforce and Construction Management Team is competent.

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

3.1.9 Environmental controls, fauna & flora, dealing with objects of historical interest

The *Contractor* shall take the necessary precaution measures to ensure that no accident or harm shall occur on site that could cause pollution, disturbance and endangering the environment, fauna and flora during the execution of the *works*. Where the *contractor* was negligent and caused any form of pollution and harm the damage shall be rectified at the *contractor's* cost.

The *Contractor* shall, at all times, comply with the statutes that prohibit pollution of any kind.

These statutes are enacted in the following legislation.

- The National Environmental Management Act, 107/1998.
- The Environmental Conservation Act, 73/1989; and
- The National Water act, 36/1998.

3.1.10 The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*.

3.1.11 Title to Materials from salvage, 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 ECC Clause 73.1.

3.1.12 Cooperating with and obtaining acceptance of others

The *Contractor* performs the *works* and co-operates with The *Employer* (including the agents of the *Employer*), and the terminal operator Saldecho who operates on site during the entire duration of the contract period.

The *Contractor* performs the *works* and co-operates with third party contractors whom will be working under supervision of the terminal operator. The *Contractor* will be notified once appointed by the *Employer*, who operates on site during the entire duration of the contract period.

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

3.1.13 The *Contractor* performs the *works* and co-operates with:

The terminal operator Saldecho including their contractors and operators on site. The *contractor* will further be required to co-operate with the *employer*.

3.1.14 Publicity and progress photographs

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

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

The *Contractor* does not take photographs of any site and close by areas without any written request to the *project manager* to obtain permit for such activity.

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

3.1.15 The *Contractor* provides progress photographs weekly in JPEG, PNG and/or PDF file formats at the weekly progress meetings as part of his/her weekly progress update to the project team.

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

3.1.17 *Contractor's* Equipment

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.

The equipment shall be kept within the working area provided to the *contractor* by the *employer* (the site establishment area). The *contractor* shall ensure that equipment for the

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

works is clearly marked either with the *contractor's* naming system on its equipment and/or the naming and numbering system of the hiring company if leased. This is to ensure easy and clear identification of the *contractor's* equipment on site.

3.1.18 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.

3.1.19 The *Contractor* complies with the following permissions and restrictions in the use of Equipment as required by the *Employer*:

All equipment to be supplied by the *contractor* shall comply with the relevant standard specifications. The *contractor* shall not over load the quay with equipment, and shall take note of the bearing capacity of the quay, which is 1650kN, this load would be applied by a 400t mobile crane/equipment on a 8m² pad; should the load of equipment to be used be over the bearing capacity of the quay, the contractor shall spread the load over a wider area to limit over loading.

The *Contractor* is responsible for the safeguarding of his/her own equipment and material on site. The *employer* personnel will not be held responsible for any damage of equipment and material during the duration of the *works*.

3.1.20 Equipment provided by the *Employer*

None.

3.1.21 Site services and facilities:

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

The Material stockpile area will be separate from the *Contractor's* laydown area and will be indicated at the site clarification meeting, as indicated in the **SBH06W0006-001-00** drawing. The *Contractor* will provide a traffic management plan, indicating the transport

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

method for the material installation as well as the management of the traffic flow in that area for acceptance by the *Project Manager*, should the Contractor elect to make use of the stockpile site.

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

- A supply point for Potable Water. The closest supply point is at the OSSB facility and will be indicated during site establishment.
- A supply point for Power. The closest supply point for Power will be communicated to the *Contractor before site establishment in the kick-off meeting*. The Contractor will be responsible for safely connecting power supply to the site offices and are to provide a Certificate of Compliance as proof of safe connection.

The contractor shall be responsible for providing portable power for all other working areas.

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

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

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

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

3.1.23 Facilities provided by the *Contractor*:

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

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

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

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

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

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

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

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

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

The *Contractor* includes for all costs for such lighting and fencing, including access control into and out of these restricted areas.

Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of equipment, involving, inter alia, offices, accommodation,

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

laboratories, materials storage, etc., within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.

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

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

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

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

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

Wherever the *Employer* provides facilities for the *Contractor's* use and the *Contractor* adapts such facilities for use, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard upon dismantling of such facilities and hand-back to the *Employer*.

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

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

3.1.26 Existing premises, inspection of adjoining properties and checking work of Others

The *Contractor* will be held responsible for any damage to existing structures and surfacing caused by the *Contractor* during the execution of the contract; fair wear and tear excluded, and shall repair it to the satisfaction of the *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.

The *contractor* will not be permitted to use surrounding buildings on site. The *contractor* will be required to make provision for their site offices and ablution including any storage facilities they may require for the execution of the *works*.

3.1.27 Survey control and setting out of the *works*

The *Contractor* will be responsible for the setting out of the *Works* and for setting out survey control points.

Unless otherwise stated, all levels used on this contract will be to relative to Chart Datum Port (CDP), which will be taken as 0.865m below Mean Sea Level (MSL).

The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a drawing and presents this to the *Project Manager* for acceptance.

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

The contractor will be provided with drawings containing existing underground services. For all excavation work in areas with underground services shall be performed with caution not to damage existing services and interrupt operations.

3.1.29 Control of noise, dust, water and waste

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

3.1.30 Sequences of construction or installation

The *works* comprises of the listed activities below. The envisaged sequence of construction for the below activities should be simultaneous to shorten the period of execution on site.

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

The contractor shall carry out the works in a following sequence but not limited to it: site establishment, Excavation, depth monitoring and turbidity monitoring in-survey, Diving and salvage and scour placement simultaneously, out survey and site de establishment:

- **Hydraulic Excavation Work**

- Establishment or Mobilisation of Plant with excavating bucket and hydraulic breaker. All equipment to be supplied by the contractor shall comply with the relevant standard specifications. The contractor shall not over load the quay with equipment, and shall take note of the bearing capacity of the quay, which is 1650kN, this load would be applied by a 400t mobile crane/equipment on a 8m² pad; should the load of equipment to be used be over the bearing capacity of the quay, the contractor shall spread the load over a wider area to limit over loading.
- The long reach excavator shall be able to reach a distance of 25m into the sea while situated/stationed at the quay.
- Conduct an In-survey to record the details of the area to be excavated. Refer to drawing number SBH06A7002-001
- Plant to be fitted with Differential Global Positioning System (DGPS) for accuracy in both the horizontal and vertical movement; and to reach and break the material to the required depth.
- Experienced operator to execute the excavation work along a quay wall shall be able to reach a depth of approximately -12 meters below the level of the excavator.
- Excavation work to break through calcrete material of up to -1.5m to reach - 9.5mCD water depth.
- Conduct an Out-survey (Hydrographic surveys) to quantify the amount of calcrete material broken and establish the depth is reached.
- Demobilisation of plant and tools.

- **Scour Protection Placement**

- Supply of material Scour Protection material (100kg to 300kg rocks).
- Perform in-survey of initial seafloor condition to confirm that the seafloor is at -9.5mCD.
- Levelling of natural seabed.
- Placement of scour rock.

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

- Perform out-survey of seafloor condition.
- Produce as-built drawings of scour protection.
- **Diving and Salvage Services**
 - Dive and assess the condition of ship remains.
 - Provide a report with photos.
 - Remove ship remains and dispose at cost. The cost should then be offset on the tender price. The contractor shall comply with paragraph 3.1.11 of C3.1 *Employer's Works* Information.
 - Monitor and inspect the placement of the scour rocks.
- **Turbidity Monitoring**
 - Real-time monitoring of the predetermined positions for the duration of the works, from the start of site operations.

3.1.31 Giving notice of work to be covered up, the *contractor* shall submit written notification to the *Project Manager* and *Supervisor* 24 hours prior to the work being covered up for inspection and acceptance.

3.1.32 The *Contractor* complies with the following constraints in the execution of the *works*:

The *Contractor* shall be aware of other personnel that will be on site during the execution of the *works* performing operational duties of the tenant Saldecho.

The *contractor* shall comply and adhere to the terminal operator's requirements for use of the site. The terminal operator will be informed about the *works* prior to the execution and arrival of the *contractor* and its people to site.

The *employer* and its people will be on a regular basis be on site to perform inspection on the *works* and/or the *employer's* assets. The *contractor* will be required to grant access and comply with the requirements of the *employer*. The *project manager* will inform the *contractor* prior to such activities taking place on site.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *work* to be done by the Completion Date

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

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

which would have, in his opinion, prevented the *Employer* from using the *works* and others from doing their work.

The whole of the works should be completed within three 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 week after the purchase order is issued.

Penalties for the late completion of the works shall be charged at a nominal rate of thirteen thousand, six hundred and forty-five rand and seventy three cents (**R 13 645,73**) per day for every day that the works remain incomplete.

Table 1: Work Completion documents

Item of work	To be completed by
As built drawings as specified in paragraph 2.8.2 of this Works Information	Within 14 days after Completion.
Complete set of Data Books with all information required by all specifications of the work undertaken	Within 14 days after Completion.

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

None.

3.2.3 Use of the *works* before Completion has been certified

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

3.2.4 The *Employer* uses the following part / parts of the *works* before Completion is certified by the *Project Manager* which do not constitute take over by the *Employer* for the reason(s) stated:

- Back of quay lay down area.
- Quay space and its furniture for sea operations as and when required.
- Services on site.

3.2.5 Materials facilities and samples for tests and inspections

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

The *Contractor* provides the following:

- The *Contractor* to provide all facilities and apparatus required for any test and/or inspections required by the Works Information.
- The *Contractor* to provide samples as required by the works information.

The *Employer* provides the following:

- None

3.2.6 The *Contractor* ensures that the documentation listed below is presented to the *Project Manager* before Completion:

- Update SHE file with daily records as required by the SHEO and the SHE specification.
- Material test records and quality checks.
- Draft as-built drawings information including drawings.

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

3.2.8 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of as-built drawings at the earlier of take-over or Completion. The *Contractor* is to compile as-built drawings for all works and services covered in this Works Information. The as-built drawings shall be provided to the *Project Manager* for acceptance within two (2) weeks after on-site completion of the *works*.

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

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

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

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

3.2.10 The *Contractor* complies with the access / egress permissions and restrictions for personnel and Equipment within the Site boundaries constraints and procedures of the *Employer* where the *Project Manager* arranges access for the *Contractor* after Completion to rectify defects as stated in paragraph 3.1.4 of C3.1 *Employer's Works Information*.

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

4 Plant and Materials Standards and Workmanship

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. The Contractor shall supply and install 6 072 tons of rock as specified in the drawings listed in Section 5.1 of this Works Information. The Contractor may make use of the stockpile site indicated in these drawings and is responsible for the preparation of the site for stockpiling. The product required is blasted quarry rock with a density of 2.75 ton/m³. The range for the length-to-thickness ratio of the material is 1.73 – 3 and the blockiness of the material should be a minimum of 60%. The product should be of a durable armour rock material and with no visible flaws that could affect the integrity of the individual pieces and thus the mass distribution of the consignments.

The size distribution of the required quantities is stated below:

Rock size	Quantity	Application
100 – 300 kg	6072 tons	Scour Protection

4.1 Investigation, Survey and Site Clearance

The *contractor* will provide survey control points and survey the existing site for the setting out of the *works*. The *Contractor* will be responsible for the setting out of the *works*.

The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a survey drawing and presents this to the *Project Manager* for acceptance.

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

Prior to commencing the *works* the *Contractor* records any defects or inaccuracies related to the existing structures, paving's, etc. and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the Works and the remedying of all other damage will be the *Contractors* responsibility and for his cost.

The *Contractor* shall provide the Employer with a statement from the quarry indicating the ability to provide the required rock to meet the *Contractor's* planned schedule.

4.2 Civil Engineering and Structural Works

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

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

SANS 1200 A (1986): Section A: General.

SANS 1200 AH (1986) Section AH: General (structural).

SANS 1200 C (1980) Section C: Site Clearance.

Other SANS Specifications referred to in the Particular Specifications hereafter.

Other Transnet Specifications referred to in the Detail Design Specifications.

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

The following interpretations and meanings shall apply to the Specifications:

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 ECC3 contract.

In case of any conflict in interpretation, ambiguity or discrepancy between any SANS 1200 Specification (whether standard or written as a particular project specification) contained in this paragraph 6.3 of the *Employer's* Works Information and specific statements contained elsewhere in C3.1 *Employer's* Works Information, the specific statements

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

contained elsewhere shall prevail, without prejudice to the *Project Manager's* express duty to resolve any ambiguity or inconsistency in the Works Information under ECC3 Clause 17.1.

Variations to the standardised specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

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

SANS 1200 A: GENERAL 5.1 SURVEY, applies only to the extent that it is consistent with paragraph 5.1.14 of C3.1 *Employer's Works Information*.

Within SANS 1200 A: GENERAL 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS, the following applies: Where the word or expression "specification" is used, read "Works Information/Project Specifications".

SANS 1200 A: GENERAL 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES applies only to the extent that it is consistent with the specific statements made elsewhere in C3.1 *Employer's Works Information* and in any case and at all times consistent with the *conditions of contract*.

Within SANS 1200 A: GENERAL 7 TESTING, the following applies: Where the word or expression "Engineer" is used, read "*Supervisor*".

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

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

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

5 List of Drawings

5.1 Drawings issued by the *Employer*

The table below provides a list of drawings issued by the *Employer* at or before Contract Date and which apply to this contract.

Note: Some drawings may contain both Works Information and Site Information.

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

Drawing number	Revision	Title
SBH01A1019-001	00	Port Layout
SBH06W0006-001-00	00	Work area, Cross section and Stock pile area
SBH06A1002	00	Shipwreck Locality Plan
SBH06A7002-001	00	Proposed dredging: OSSB Quay & Scour Protection

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay**SECTION 2****6 Management and start up****6.1 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

No	Title and purpose	Approximate intervals	Location	Attendance by:
1	Risk register and compensation events	Weekly	Port of Saldanha Bay Building: Contractor site meeting room/boardroom	Project Manager, Supervisor, Contractor and appropriate key persons
2	Overall contract progress and feedback	Weekly	Port of Saldanha Bay Building: Contractor site meeting room/boardroom	Employer, Project Manager, Supervisor, Contractor and appropriate key persons
3	SHE meetings	Weekly	Port of Saldanha Bay Building: Contractor site meeting room/boardroom	Appointed and appropriate key persons
4	Technical Meetings	Weekly	Port of Saldanha Bay Building: Contractor site meeting room/boardroom	Appointed and appropriate key persons
5	Safety, Health, Environmental Audits	Every two weeks	On site	Appointed and appropriate key persons

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

A Project site meeting will be held weekly on the site and will be attended by the Project team and the Contractor's representative. The Senior Managers will attend monthly site meetings unless there are urgent matters to be resolved. A detailed weekly report by the Contractor should be available to the project team and any issues arising from the weekly meetings with external stakeholders should be discussed. In general, the cut-off date for the report will be the Friday of previous week. The report shall be available by the date of the next meeting. A monthly report should also be made available for the Senior Managers' meeting.

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

- Project Manager's Overview/Executive Summary.
- SHE Statistics and Reports.
- Schedule and Progress.
- Cost Status Report.
- Construction and Commissioning Activities.
- Planned OSSB operations, including shipping activities related to work area.
- Areas of Concern and Corrective Action.

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

The risk management workshop will be held immediately after the weekly site meeting to discuss and find resolutions for the ten highest ranking risks during the construction. The updated risk register will be circulated with the Project site meeting minutes.

The *Contractor* will provide suitable on-site facilities for all meetings.

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

The *Contractor* attends management meetings at the *Project Manager's* request as set out above. At these meetings the *Contractor* presents all relevant data including safety, health and environmental issues, progress reports, quality issues, Subcontractor management reports, as may be required.

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

6.2 Documentation Control

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

6.3 Safety risk management

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

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

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

The *Contractor* ensures that its *Subcontractors* comply with the requirements of the CHSMP.

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

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

In addition, the *Contractor's* health and safety file index shall as a minimum consist of the check list items provided in the SHE specification and check list to be provided to the successful bidder for the SHE file compilation.

The *Contractor's* Safety Health and Environmental Officer (CSHEO) shall submit daily, weekly and monthly reports and data as required by the CHSMP to the PSSM. The role of the CSHEO is stated under paragraph 6.7.1 of the Works Information.

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

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

Implement the Employers safety management system.

Monitor Contractor's compliance to the CHSMP.

Ensure risk is at an acceptable level.

Ensure the Contractor's workforce and Construction Management Team is competent.

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

6.4 Environmental constraints and management

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

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

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

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

Contractor will, at his own cost, correct or rehabilitate to the satisfaction of the Environmental Practitioner.

The *Contractor* ensures that its *Subcontractors* comply with the requirements of the approved EMP.

6.4.1 The *Contractor* complies with the following:

The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SES and PES.

The SES describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.

The PES may require higher minimal standards than those described in the SES as may be required by the *Project Manager* or Others.

The overarching obligations of the *Contractor* under the CEMP before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor* and where requested by the CM and to comply with the following:

Where relevant, method statements, as detailed in the SES and PES, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of construction laydown area

The *Contractor* shall ensure that his management, foremen and the general workforce, as well as all suppliers and visitors to Site have attended the Induction Programme held on Mondays and Wednesdays 09:00am to 11:00am prior to commencing any *work* on Site. If new personnel commence work on the Site during construction, the *Contractor* shall ensure that these personnel undergo the Induction Programme and are made aware of the environmental specifications on Site.

Where applicable, the *Contractor* ensures that he appoints a suitably qualified Subcontractor, to be approved by the *Project Manager*, to undertake the "Removal of rare, endemic or endangered species". This appointment must be completed at least three weeks before commencement of any other work on Site.

Where required, one of the first actions to be undertaken by the *Contractor* shall be to erect and maintain a temporary fence along the boundaries of the Site and Working Areas as applicable, and around any no-go areas identified on the layout plans, to the satisfaction of the *Project Manager*.

The plant search and rescue (if applicable) must be undertaken and completed prior to any Site clearance or any other construction activity that may damage the vegetation can commence on Site.

The *Contractor* must appoint a sufficient number of named assistants to the CSHEO to monitor environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc. These appointments, along with details of the individuals being appointed and job descriptions, must be sent to the *Project Manager* for his approval.

During the construction period, the *Contractor* complies with the following:

A copy of the SES, and the relevant PES shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including Subcontractors and their staff) as well as

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

suppliers are familiar with and understand the specifications contained in the SES (as amended by the PES).

Method statements that are required during construction must be submitted to the *Project Manager* for approval at least 20 days prior to the proposed commencement of the activity. Emergency construction activity method statements may also be required. The activities requiring method statements cannot commence if they have not been approved by the *Project Manager*.

Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities, which require method statements.

The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the CEMP before they arrive at Site and off load any Materials.

The *Contractor* shall be responsible for rehabilitating and re-vegetating all areas to the satisfaction of the *Project Manager* as detailed in the SES and PES.

The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the PES. A Project Completion Certificate has been issued by the SHEO and signed off by the *Project Manager*.

The Contractor complies with environmental inspections and audits as contained as per the standard environmental specification and environmental control measures.

The *Contractor* makes copies of the CEMP, SES and PES available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including Subcontractors) are familiar with and understand the requirements of the CEMP.

6.4.2 The *Contractor* complies with the following SES:

The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate method statements describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved. These method statements will be prepared in accordance with the requirements set out in the CEMP.

To ensure that environmental issues are taken into account in the establishment of the Site offices and all other facilities on Site.

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

- 6.4.3 The lines of communication of the various personnel acting on behalf of the *Project Manager* who communicate to the *Contractor* and his keys persons with respect to the CEMP are contained within the SHE specification documents, which will be supplied with the *works* information to the *contractor*.
- 6.4.4 The roles and responsibilities of the various personnel acting on behalf of the *Project Manager* with respect to environmental issues are stated in the paragraphs following.
- 6.4.5 The ProjEM is responsible for ensuring that the *Contractor* complies with the CEMP. The ProjEM acts on behalf of the *Project Manager*.
- 6.4.6 The construction *Supervisor* would supervise progress on site on behalf of the *project manager* and would be able to stop *works* for Quality control, Health, Safety and Environmental reasons, in case of non-compliance by the *contractor* and its people on site.
- 6.4.7 The *Contractor* complies with the CEMP, SES and PES. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the CEMP.

6.5 Quality assurance requirements

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

Quality Plan for the Contract.

Quality Policy.

QMP, QAP & QCP.

Method statement for the whole of the works.

Index of Procedures to be used.

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

Tests and inspections shall be performed on the quarry rock, by the *Contractor's* designated representative, at the quarry before the rock is transported to the site. The *Contractor* shall inform the *Employer* when they are ready to transport a consignment of the rock, before the tests and inspections are done. The *Employer's* representative will supervise the tests and inspections performed by the *Employer* and may reject material that do not conform to the specifications or request tests to be done on additional material if they identify pieces

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

that may not meet the specifications. Tests and inspections are to be performed on at least 5 per cent of the consignment of rock. The following will be tested for:

- Mass distribution: the rock range mass distribution should be limited to 10% difference in size. The 100kg to 300kg range of rocks required for the *works* would then be limited to 90kg minimum on the lower scale and 330kg on the upscale. No rocks will be accepted that falls outside the required range and variance allowed.
- Measured inspections of shape – length-to-thickness ratio and blockiness.
- Visual inspections for integrity – inspect for the occurrence of mineral veins, extent of cracks in the material and the presence of secondary minerals.

Measurement of density – the density of the sample size should be determined by measurement to ensure conformance to the specifications.

6.6 Programming constraints

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

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

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

- Critical path or paths, together with all activities/operations that have a free float of less than 10 days.
- The requirements of the CSHMP, CEMP and the quality assurance requirements as described under paragraphs 6.4.5 and 6.4.7 respectively of this *Works Information*.
- Each activity adequately 'resource loaded' with detailed classification and quantities of labour, equipment, plant and materials.
- Each activity 'cost loaded' and integrated with the *Contractor's* cash flow forecasts.
- All activities with abnormal shift requirements, such as two shifts per day, six-day workweek, specified overtime, or work at times other than regular days or hours, clearly identified.

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

Allowance should be made for Operational requests to stop/start activities around vessel berthing and operations, and thus a flexible approach to the shift pattern and works around operations would benefit the contractor, in reducing the time on site.

The *Contractor* presents his first programme and all subsequently revised programmes (see ECC3 Clauses 31.2 and 32.1) in both hard copy format and in soft copy format as specified under paragraph 2.3 of this *Works Information*.

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

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

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

The *Project Manager* will not accept any programme that uses float suppression techniques such as preferential sequences, special lead/lag logic restraints, extended activity times, or imposed dates, other than as required by the Contract. Activities that have posted progress

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

without predecessors being completed (Out of Sequence Progress) may be allowed following acceptance by the *Project Manager*.

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

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

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

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

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

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

The *works* comprises of the listed activities as indicated in section 1.1 of the works information.

6.6.1 Reporting and monitoring

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

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

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

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

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

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

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

- Summary of progress achieved during the reporting period.
- Latest Accepted Programme.
- Deviations from the current Accepted Programme and action plans to rectify.
- Project Milestones table – planned verses actual and forecast.
- Status and performance of operations on the Site and Working Areas.
- Status and performance of operations outside the Working Areas.

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

- Cash Flow Forecast Report.
- Digital photographic record of the progress of the works.
- Manpower Histograms.
- Contractor's Equipment histograms.
- S-curves of overall progress.
- Critical action items list (top 10).

6.6.2 Cash Flow Forecast

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

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

6.7 Contractor's management, supervision and key people

The *Contractor* provides Organogram and Curriculum Vitae's of all his Key personnel (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and shows how such Key personnel communicate with the *Project Manager*, the *Supervisor* and their delegates. The *contractor* must use his own discretion to appoint key personnel in his organogram. The roles and responsibilities listed from 6.4.1 to 6.4.7 may be shared amongst key personnel in the Contractor's organogram. Items 6.4.1 to 6.4.7 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

6.7.1 The contractor employs a CSHEO, based on the site, as a key person under ECC3 clause 24.1.

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

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

The CSHEO tasks include but are not limited to:

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

6.7.2 The contractor employs a QA/QC manager (QCA/QCM), based on the site, as a key person under ECC3 clause 24.1.

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

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

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

6.7.3 The contractor employs a contractor's industrial relations practitioner (CIRP), based on the site, as a key person under ECC3 clause 24.1.

The CIRP ensures that all reports and Industrial Relation requests are submitted accurately and in a timely manner to the *Project Manager*.

The CIRP tasks include but are not limited to:

- Dedicated to human resources, industrial relations and any other Contractor employee related function.
- Resolve all human resources and industrial relations matters arising from the Contractor's employees.

6.7.4 The contractor employs a contractor's design engineer (CDE) as a key person under Ecc3 clause 24.1. For the design of temporary works.

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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

The CDE tasks include but are not limited to:

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

6.8 Training workshops and technology transfer

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

- A safety pre-mobilisation workshop.
- Contractor employee safety training programme.
- The Contractor shall utilise local people for staffing up some of his requirements and shall ensure that there is adequate skills transfer taking place.
- Any other training as required by law or specifications referred to in this document.

6.9 Insurance provided by the Employer

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

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

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

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

6.10 Contract change management

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

In general, no scope or design changes are to be actioned until approved in writing at the appropriate level. Once a change or potential change has been identified, a decision will be taken by the *Project Manager* as to whether work in the area concerned is to be stopped,

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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.

6.11 Provision of bonds and guarantees

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

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

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

6.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work; and
- Records of Equipment used and people employed outside the Working Areas.

6.13 The Contractor's Invoices

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

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

The invoice states the following:

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

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

- 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.

6.14 People

6.14.1 Labour

The *Employer* supports the Government's BBBEE initiatives and prefers that its suppliers have a BBBEE status at least at level 4 on the balanced scorecard of the Department of Trade and Industry (DTI).

If not already accredited, the *Employer* encourages the *Contractor* to obtain accreditation by one of the Accreditation Agencies using rating methodologies that are aligned to the most recent DTI Code of Good Practice.

The *Contractor* provides the *Employer* with his BBBEE Accreditation.

6.14.2 Subcontracting

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

Where the *Contractor* employs a Subcontractor who constructs or installs part of the *works* or who supplies Plant and Materials for incorporation into the *works* which involves a Subcontractor operating on the Site and/or Working Areas, then the *Contractor* ensures that any such Subcontractor complies with the CHSMP (described under paragraph 6.7.1 of the Works Information) and the CEMP (described under paragraph 6.7.1 of the Works

Information) as appropriate and that the subcontract documentation places back-to-back obligations on the Subcontractor which reflect the *Contractor's* obligations under the CHSMP, CEMP and PQP.

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

6.14.3 The *Contractor* complies with the following PIRPMP

CONTRACTOR LIABILITY

- The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *contractor's* employees, which loss will include any indirect or consequential damages;
- The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.
- The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

- In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

- The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.
- In the event of any industrial action by the Contractor's employees, the Contractor is obliged:
 - To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.
 - The Industrial Action Report must provide at least the following information:
 - Industrial incident report,
 - Attendance register,
 - Productivity / progress to schedule reports,
 - Operational contingency plan,
 - Site security report,
 - Industrial action intelligence gathered.
 - The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.
 - The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.
- The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.
- Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will be deemed to be trespassing.

6.15 Plant and Materials

6.15.1 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works* Information provided by the *Employer*. All Plant and Materials are new, unless the use of

Tender Number: TNPA/2022/03/0177/RFP**Description of the Works:** Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

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*.

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

6.15.3 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.

6.15.4 Plant & Materials provided "free issue" by the *Employer*
None.

6.15.5 The *Contractor* provides all Plant and Materials necessary for the *works*

6.16 Tests and inspections before delivery

6.16.1 The *Contractor* submits to the *Supervisor* details to certify that tests and inspections have been carried out on the Materials which include:

- Material mass distribution as per the requirements under paragraph 4 of the C3.1 *Employer's Works* Information.

6.17 Marking Plant and Materials outside the Working Areas

The *Contractor* prepares and marks items of Plant and Materials outside the Working Areas with specific details to enable the Supervisor to inspect and for testing purposes. The material shall be marked with visible marking and indicated to be for the employer, contain date and mass weighed. The contractor shall ensure demarcation of material intended for the specific *works* onsite and offsite.

6.18 Contractor's Equipment (including temporary works).

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

All plant used by the *Contractor* on site shall be properly maintained and operated. Equipment used within the berth area is to be intrinsically safe. All vehicles on public roads shall be roadworthy, with the necessary licences and safety requirements. A

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

checklist/register shall be implemented which lists the operator's qualifications and medical records.

All equipment to be supplied by the *Contractor* shall comply with the relevant standard specifications. The contractor shall not over load the quay with equipment, and shall take note of the bearing capacity of the quay, which is 1650kN, this load would be applied by a 400t mobile crane/equipment on a 8m² pad; should the load of equipment to be used be over the bearing capacity of the quay, the contractor shall spread the load over a wider area to limit over loading.

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.

7 Annexures

- **Annexure A: Geotechnical Investigation Report**
- **Annexure B: Environmental Management Plan (EMP)**
- **Annexure C: SHE Specifications**

Tender Number: TNPA/2022/03/0177/RFP

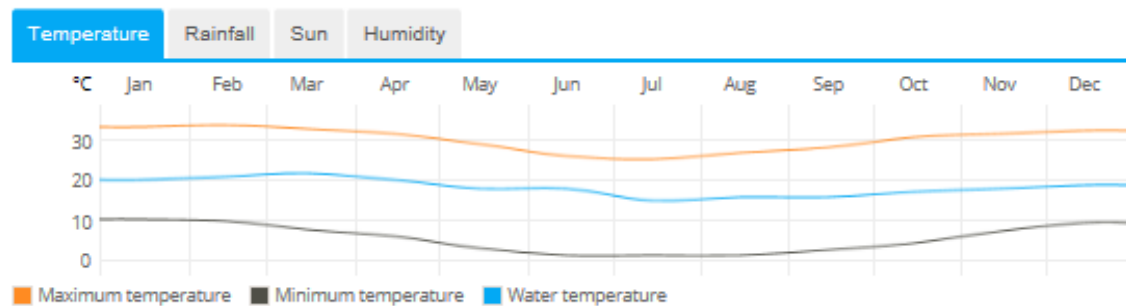
Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

PART 4: SITE INFORMATION

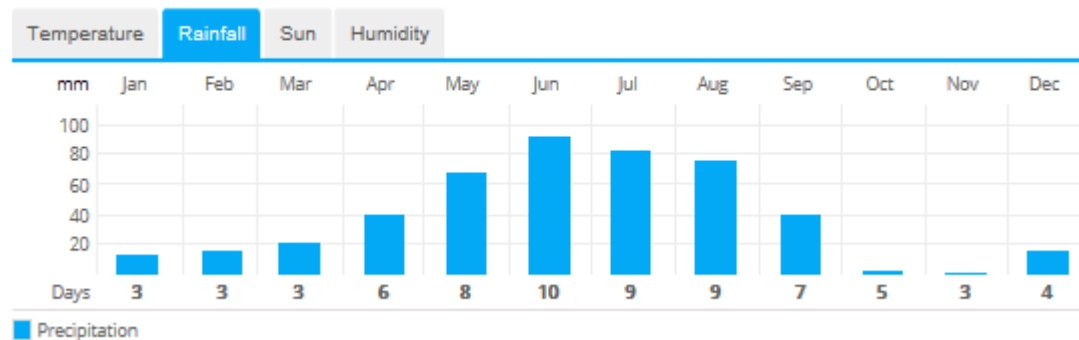
C4.1 WEATHER DATA

C4.1.1 Temperature and rainfall

Climate data for Saldanha



Climate data for Saldanha

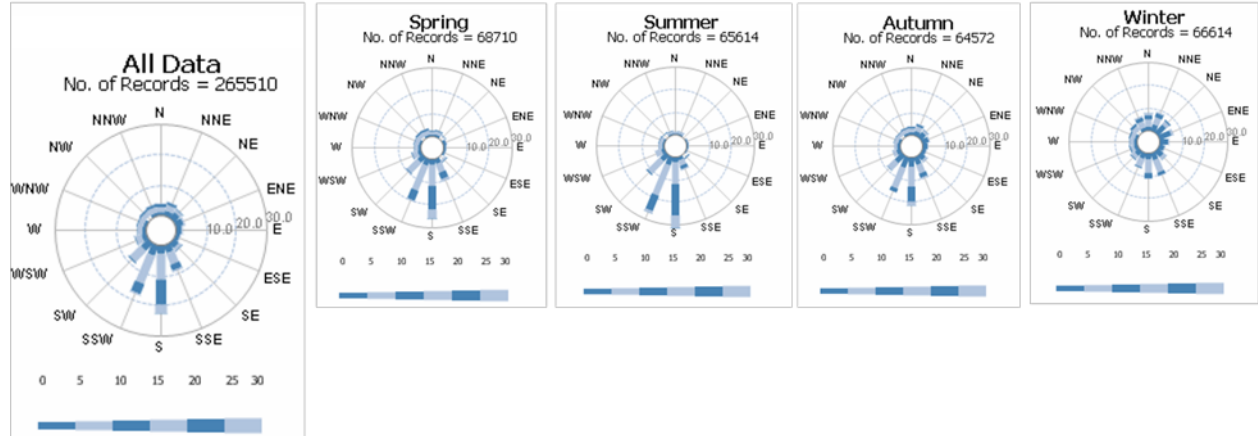


Tender Number: TNPA/2022/03/0177/RFP

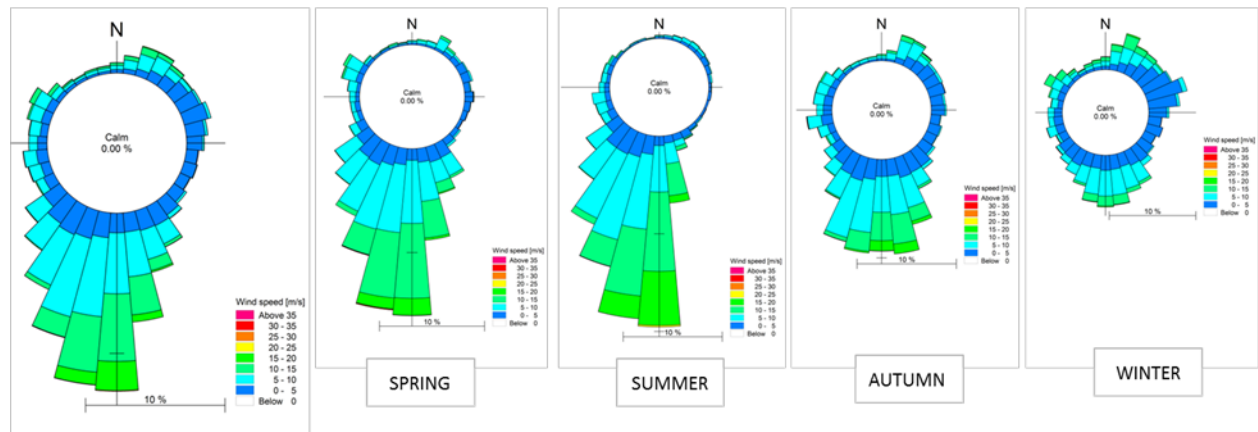
Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

C4.1.2 Wind

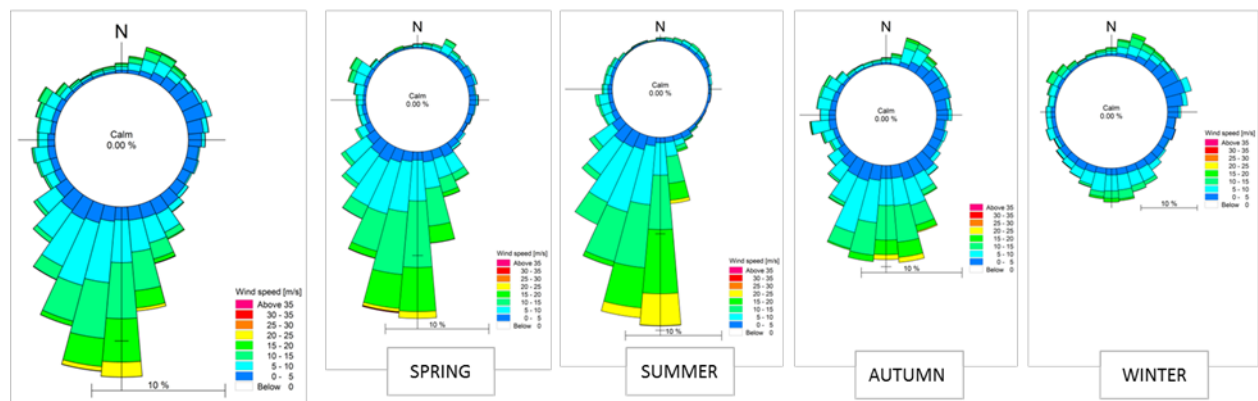
Saldanha Wind CSIR (1994-2005) – 15min at +50m MSL



Saldanha Wind 2004 – 15min at +50m MSL



Saldanha Wind 2004 – 1min at +50m MSL



Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

C4.2 LOCATION AND SITE ACCESS

The Site is located within the Port of Saldanha at the main Port OSSB quay. The *Contractor* should ensure that they are at the correct site before commencing any work. The areas for site establishment and stockpiling are indicated in drawing SBH06W0006-001-00. The *Contractor* will be required to enter through a controlled access point and permits will be required by the security personnel, which will be issued to the *Contractor* upon completion of the SHE file and induction.



Figure 1: Site Location

Access to the Port is via the Port Main Entrance. The *Project Manager* will arrange for the issuing of Security permits to all individuals that will be working on the site. SHE induction is

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

compulsory and the Site Access Certificate will not be granted without confirmation of induction.

C4.3 LAND OWNER

Transnet is the registered land owner of the site.

C4.4 EXISTING BUILDINGS, STRUCTURES, AND PLANT & MACHINERY ON THE SITE

The site is located in an operational area. Existing facilities will be pointed out at the Site inspection. Facility that would be directly affected by this contract is the OSSB quay. The *Contractor* should take note of the restrictions regarding proximity to the Saldecho buildings and facilities not included or part of this project, which will be communicated during the SHE induction.

C4.5 HIDDEN SERVICES

All known services will be detected and or indicated on site by the client, for each and every area. It remains the responsibility of the *Contractor* to detect and protect the existing services. The *Contractor* shall liaise with the *Project Manager* in this regard before commencing any excavations.

C4.6 WORKING INSIDE THE PORT

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

Saldanha Bay General Maintenance Quay Extensions – Geotechnical Investigation Final Interpretive Report Rev 1

Report Prepared for

Prestedge Retief Dresner Wijnberg (Pty) Ltd

Report Number 454843/Final IR



Report Prepared by

 **srk** consulting

April 2013

Saldanha Bay General Maintenance Quay Extensions – Geotechnical Investigation Final Interpretive Report Rev 1

Prestedge Retief Dresner Wijnberg (Pty) Ltd

**PO Box 50023
Waterfront
8002**

SRK Consulting (South Africa) (Pty) Ltd.

The Administrative Building
Albion Spring
183 Main Rd
Rondebosch 7700
Cape Town
South Africa

e-mail: capetown@srk.co.za
website: www.srk.co.za

Tel: +27 (0) 21 659 3060
Fax: +27 (0) 21 685 7105

SRK Project Number 454843

April 2013

Compiled by:

BM Engelsman Pr Eng Pr CPM
Partner

Email: bengelsman@srk.co.za

Authors:

BM Engelsman; L Prince

Peer Reviewed by:

J Brown Pr Sci Nat
Partner

Table of Contents

Disclaimer.....	iii
1 Introduction and Scope of Report.....	4
2 Background and Brief	4
2.1 Background of the project	4
3 Geotechnical Profile.....	6
3.1 Sheet Pile Wall Site (North)	6
3.1.1 Deep Geotechnical Profile.....	6
3.1.2 Shallow Geotechnical Profile.....	7
3.2 Intermediate Bay (Central).....	7
3.3 Existing Quay Wall Site (South).....	8
4 Founding Discussion	10
4.1 Sheet Pile Wall Site (North)	10
4.1.1 Sheet piling.....	10
4.1.2 Paving.....	10
4.2 Intermediate Bay (Central).....	11
4.3 Existing Quay Wall Site (South).....	11
5 Conclusions	12

List of Figures

Figure 2-1 As-Built Borehole and DPL Locations.....	5
Figure 3-1 Sections	9

Disclaimer

The opinions expressed in this Report have been based on the information supplied to SRK Consulting (South Africa) (Pty) Ltd (SRK) by PRESTEDGE Retief Dresner Wijnberg (Pty) Ltd (PRDW). The opinions in this Report are provided in response to a specific request from PRDW to do so. SRK has exercised all due care in reviewing the supplied information. Whilst SRK has compared key supplied data with expected values, the accuracy of the results and conclusions from the review are entirely reliant on the accuracy and completeness of the supplied data. SRK does not accept responsibility for any errors or omissions in the supplied information and does not accept any consequential liability arising from commercial decisions or actions resulting from them. Opinions presented in this report apply to the site conditions and features as they existed at the time of SRK's investigations, and those reasonably foreseeable. These opinions do not necessarily apply to conditions and features that may arise after the date of this Report, about which SRK had no prior knowledge nor had the opportunity to evaluate.

1 Introduction and Scope of Report

This is the Final Interpretive Report for the proposed General Maintenance Quay (GMQ) extensions at the Saldanha Bay Harbour. This report should be read in conjunction with SRK Report 454843 Final FR dated April 2013 which is a Final Factual Report detailing the findings of the geotechnical investigation.

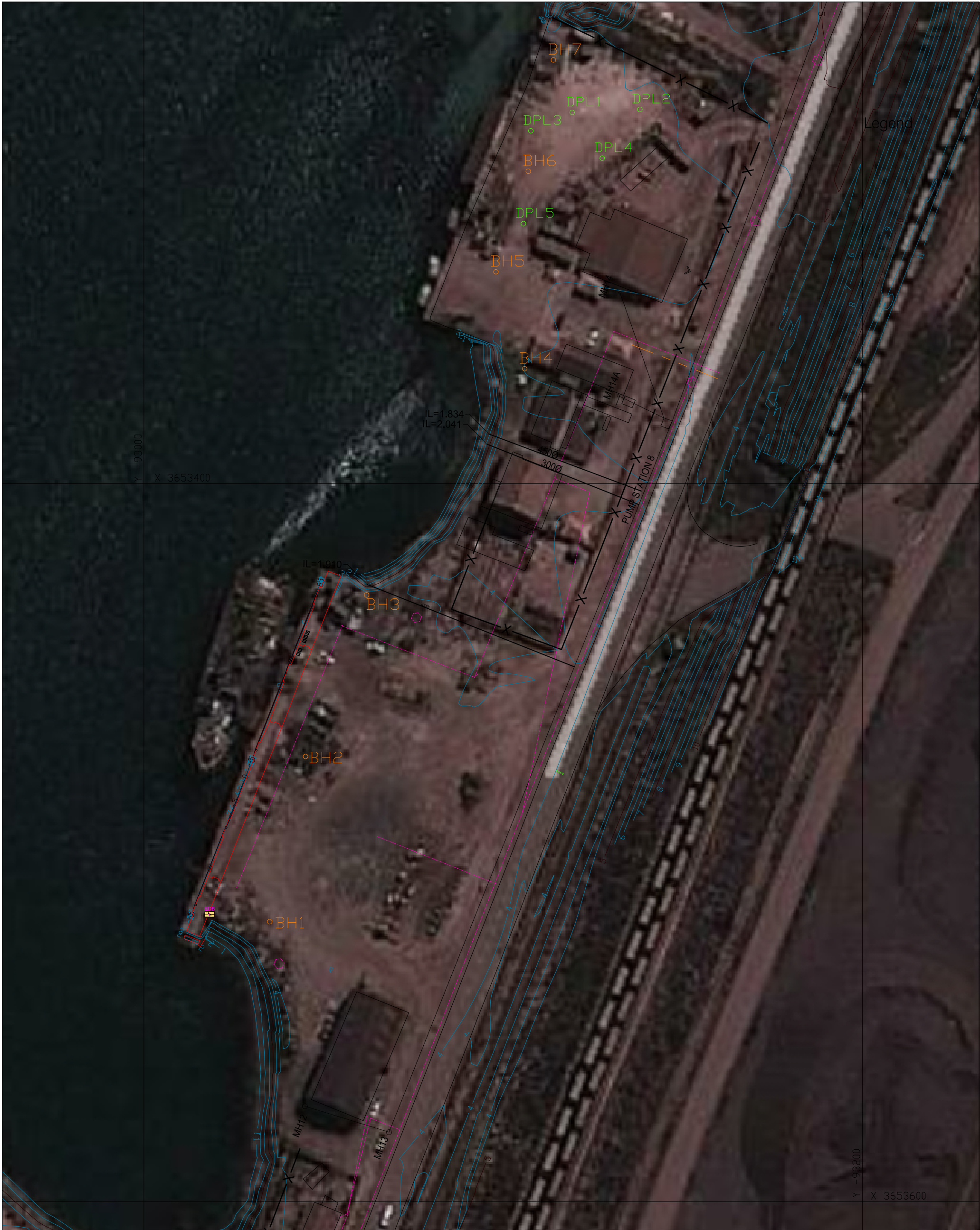
2 Background and Brief

2.1 Background of the project

The background of the project stems from an original request for proposal (RFP) issued by PRDW on 19 June 2012. The RFP described the scope of work for two Phases, namely Phase 1 and Phase 2. The requirements however changed during the appointment phase of the project and an amalgamation of Phase 1 and Phase 2 was ultimately required. SRK Consulting (South Africa) (Pty) Ltd (SRK) was appointed to carry out a geotechnical investigation.

SRK report 454843 Final FR details the findings of the field and laboratory investigation programmes. This Interpretive Report draws from those findings and provides further insight to the geotechnical profile of the site.

For ease of reference, Figure 2-1 from report 454843 Final FR is repeated below and is again named Figure 2-1.



KEY	
BH7	BOREHOLE
DPL1	DPL



Saldanha Port GMQ Extensions
As-Built Borehole and DPL Locations

Data Source: PRDW BASE MAP	
Scale 1:100	
Projection: WGS84	Datum: LO17
Central Meridian / Zone: WGS17	
Date: 05 12 2012	Compiled by: ENGE
Project No. 454843	Fig No. 2-1

3 Geotechnical Profile

This Section describes the geotechnical profile of the site as interpreted by SRK. Figure 2-1 and Figure 3-1 provide a good backdrop to understanding the geotechnical profile of the site. The profile is described in three main sections along the site, namely; northern (near-shore adjacent to the existing sheet pile wall), central (adjacent to the intermediate bay) and southern (near-shore adjacent to the existing quay).

3.1 Sheet Pile Wall Site (North)

3.1.1 Deep Geotechnical Profile

A generalised profile with reference to Figure 3-1 and the borehole logs (BH's 5 to 11) for this site is:

- 0.00 – 6.00 *Medium dense to dense* gravelly, sandy FILL
- 6.00 – 20.00 *Medium dense to dense* SAND/SILT with random pedocrete (calcrete) zones;
- 10.00 – 15.00 *Very dense*, variably developed CALCRETE in a silty or sandy matrix;
- 20.00 – 25.00 - *Very dense*, SAND/SILT with random pedocrete (calcrete) zones with partially developed “peaty” clay layer at approximately 26.00 m depth;
- 25.00 to EOH *Very stiff* residual granite CLAY.

Of particular significance to the design is the common occurrence of variably developed pedocrete/calcrete horizons. Uniaxial Compressive Strength (UCS) test on selected calcrete samples revealed rock quality calcrete in places with UCS values above 10 MPa in all of the samples tested (and up to 24 MPa). It must be pointed out that there was a sampling bias in collecting the calcrete samples for these tests as it was a goal of the project to explore calcrete horizons that could be difficult to breach with standard sheet piling methods. The samples thus selected were those samples that visually represented the more competent calcrete horizons. It is important to bear this in mind when looking at the apparently widely distributed calcrete horizon in Figure 3-1. The calcrete horizon shown exhibits both poorly cemented zones as well as zones of rock quality materials. It is noteworthy that the samples analysed in boreholes BH4, BH5, BH6 and BH7 that exhibit UCS > 10 MPa occur at approximately 20 m depth. It is possible that this represents a continuous horizon that may challenge sheet piling. The SPT test results in report 454843 Final FR highlight the variability within this calcretised horizon, indicating interchanging *medium dense*, *dense* and *very dense* layers (all probably influenced by degrees of cementation). Again, it is noted that at around 20m depth, a *very dense* zone occurs and based on this, a well-developed (and possibly continuous) calcrete horizon is inferred to occur. Sheet piles could refuse on this layer.

Shear Strength Parameters

Comment on the shear strength parameters determined by means of un-drained shear box tests is required. Measured cohesion values for the sandy transported soils (marine sediments) are high at approximately 6,5 kPa in the non-cohesive (more sandy) horizons. At the same time, measured friction angles are excessively high at over 45° in these horizons. These results should be viewed with some circumspection as it is our professional opinion that they are uncharacteristically high for these materials. There could be several reasons for this including the impact that these ‘gritty (cemented)’ materials can have on imparting friction between the shear box plates – thus inflating the shear strength parameters of the soils. Whatever the reason, typical values should be closer to

0 kPa for cohesion and 34° for friction angles particularly under saturated, undrained conditions as occur at this site.

The results obtained for the residual granite clays (cohesive soils) appear to be more realistic although still on the high end for these materials and should (in saturated, undrained conditions) exhibit cohesion in the order of 2,5 kPa and friction angles of 28°. In these materials, cohesion averaging around 5 kPa and friction angles averaging around 30° were measured.

Continuity of Calcrete Horizons

Figure 3-1, Section AA indicates the apparent continuity of a pedogenic horizon in the geotechnical profile behind the existing sheet pile wall. The continuous pedogenic horizon exists between approximately 6 m depth (-2 m CD) and 20 m depth (-16 m CD) with well-developed (hardpan) calcrete horizons between approximately 10 m depth (-7 m CD) and 15m depth (-12 m CD).

With reference to report 454843/Final FR, Table 4-2, it can be seen that the UCS of the calcrete materials ranges from 6.1 MPa to 60.3 MPa. It should be noted that the result obtained for TP10 at 19.07 – 19.41m depth appears to be an outlier with a UCS of 60.3 MPa. Excluding this result, the maximum UCS measured is in BH11 at 19.00 – 19.23m depth = 29.4 MPa. Table 3-1 contains summary statistics of the UCS within the calcrete horizon.

Table 3-1: Summary of Laboratory Test Results

Mean (MPa)	18.74
Standard Deviation (MPa)	15.38
Minimum (MPa)	6.1
Maximum (MPa)	60.3
Count	11

3.1.2 Shallow Geotechnical Profile

Scrutiny of the SPT and Dynamic Penetrometer Light (DPL) plots in report 454843 Draft FR Rev 1 indicates that the surface materials at the sheet pile wall site are *very dense*. In addition, the Mod/CBR test results in report 454843 Draft FR Rev 1 indicate that at low compaction rates (i.e. 93%), CBR values are already above 20%, rapidly improving to above 40% at 98% Mod and above 60% at 100% Mod. Compaction of these materials will be relatively easy to achieve in practice and 100% Mod will be achievable under appropriate moisture conditions. The bearing capacity of these materials will be relatively high and pavement design under the proposed paved area will not be onerous. Should the area be levelled and insitu preparation at optimum moisture content (OMC – measured to be in the region of 10%) be affected, the allowable bearing capacity of these materials will be at least 250 kPa.

The groundwater table has been established at between 2,3 and 3,0 m depth (1,5 and 0,9 m CD).

3.2 Intermediate Bay (Central)

A generalised profile with reference to Figure 3-1 and the borehole logs (BH's 3 and 4) for this site is:

- 0.00 – 3.00 *Medium dense to dense* gravelly, sandy FILL
- 3.00 – 23.00 *Medium dense to dense* SAND/SILT with random pedocrete (calcrete) zones, except for in the south (BH3) where a thick horizon of granite boulder fill was encountered;

23.00 + *Very stiff* residual granite CLAY.

Similar comments regarding the presence of calcrete can be made for the northern part of the bay (BH4) as in Section 3.1 above. Again, the laboratory test results draw similar comment to that in Section 3.1. It should be noted that there is a significant granite boulder fill horizon (15 m thick) towards the south (BH3) – additional comment is made on this horizon in Section 3.3.

The groundwater table has been established at between 2,6 and 3,0 m depth (1,1 and 0,9 m CD).

3.3 Existing Quay Wall Site (South)

A generalised profile with reference to Figure 3-1 and the borehole logs (BH's 1, 2 and 3) for this site is:

0.00 – 5.00 *Medium dense to dense* gravelly, sandy FILL

5.00 – 17.00 Granite boulder FILL (clast supported) in a calcareous sandy matrix;

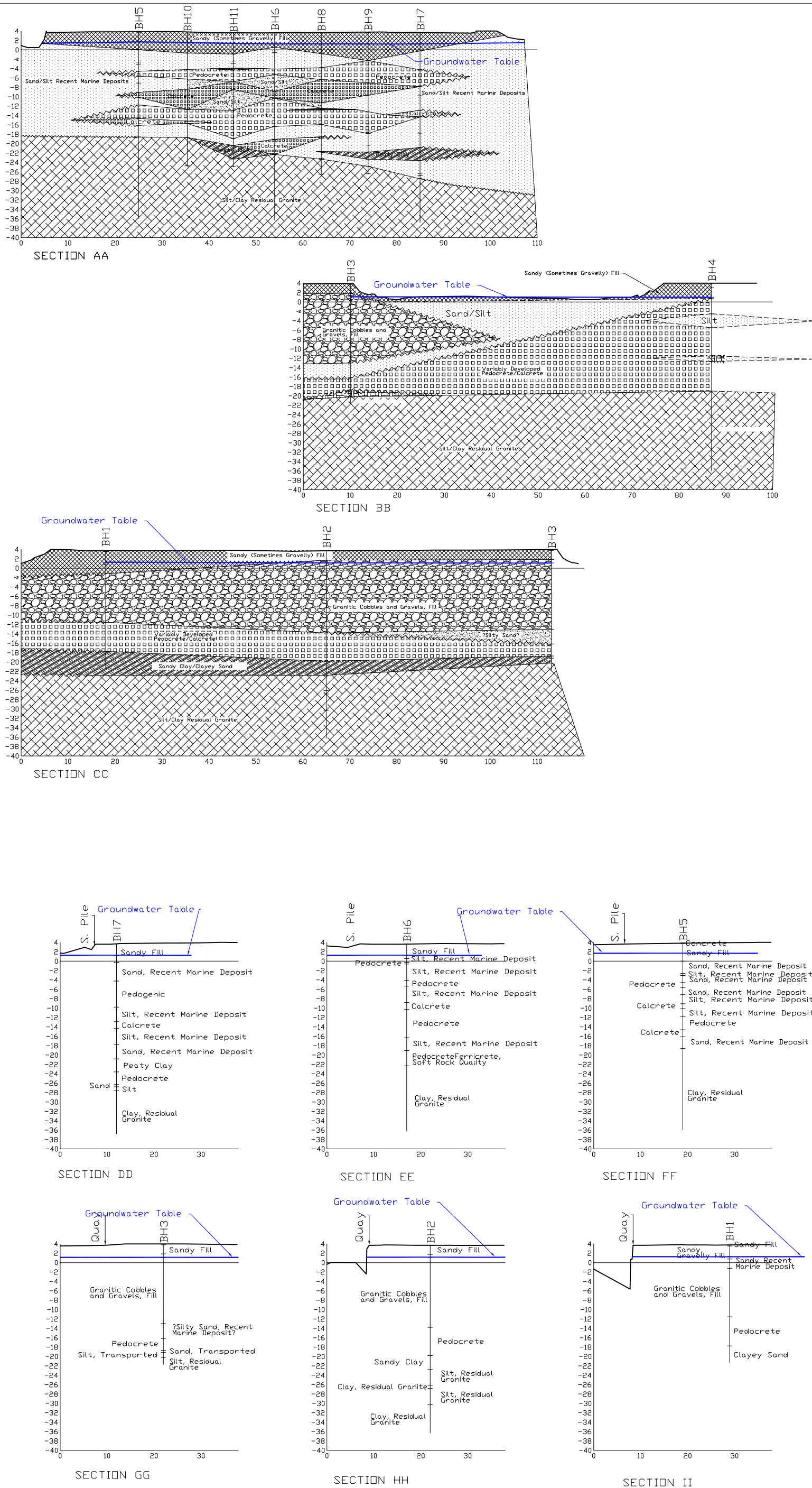
17.00 – 22.00 *Very dense*, variably developed PEDOCRETE/CALCRETE in a silty or sandy matrix;

22.00 – 25.00 *Very stiff* clayey SAND;

25.00+ *Very stiff* CLAY. Residual granite.

An important characteristic of this site is that the granite boulder fill horizon is far more extensive (laterally and vertically) than previously thought. This material dominates the geotechnical profile in the upper 20 m. An interesting point to note is that the boreholes drilled on this site (BH1, BH2 and BH3) were positioned (using historical data) to avoid drilling through the granite boulder fill zone, yet these boreholes all intersected this zone and revealed a vertical extent of between 10 and 15 m thick.

The groundwater table has been established at approximately 2,5 m depth (1,1 m CD).



4 Founding Discussion

This Section draws from Section 3 and makes generalised founding comments for the proposed GMQ expansion scope which includes:

- Construction of a proposed sheet pile wall in front of the existing sheet pile wall in the north of the site – the back of quay area is to be finished with paving that can take loads from back of quay equipment such as forklifts and small mobile cranes;
- Dredge material filling of the intermediate bay situated between the sheet pile site (north) and the existing quay wall site (south) and extension of the existing quay northwards from the existing quay;
- Formalising of the back of quay area in the existing quay wall site (north) as well as construction of a heavy lift crane in the vicinity of borehole BH2.

4.1 Sheet Pile Wall Site (North)

4.1.1 Sheet piling

As indicated in Section 3.1, the most significant characteristic that impacts on the proposed new sheet pile wall at this site is the presence of well-developed calcrete horizons/zones between approximately 10 m depth (-7 m CD) and 15m depth (-12 m CD). Bearing in mind that a sheet pile wall exists at the site, it is perhaps important to discuss how this wall was designed and constructed to inform the current design. The existing sheet pile wall is anchored back and the founding level is not known. This design could have evolved for a number of reasons including:

- The design engineers may have been wary of attempting to breach the calcrete zone with sheet piles and opted to found shallower than 20m depth – the shallow founding depth may well have then prompted the need for anchors to provide resistance to rotation of the sheet piles;
- Alternatively, the design may have been driven by cost and shallower founding with tieback anchors proved more cost effective – this comment is made on the assumption that the sheet pile wall is founded shallow hence the need for anchors.

Founding of the proposed sheet pile wall will need to be considerably deeper than the existing wall in order to harness the passive pressure of the deeper soil horizons and render a cantilever sheet pile wall safe. The feasibility of such a design are strongly influenced by the presence of calcrete as described above. It would be pertinent to approach a specialist piling contractor to assess the feasibility of sheet piling on this site and in particular, whether the sheet piles can be successfully driven through the calcrete horizon/zone.

4.1.2 Paving

Insitu preparation of the surface materials at the back of quay site should render a soil platform with at least 250 kPa bearing capacity. It will not be onerous for the contractor to achieve 100% compaction in these surface materials provided that compaction takes place under the appropriate moisture content (i.e. OMC to OMC + 2%).

Potentially influencing the integrity of the proposed paving is the concept of the proposed sheet piling wall mentioned above. As described above, the proposed sheet piles will be positioned in front of the existing sheet piles. It is important to realise that the existing sheet piles are in a state of disrepair and will further degrade with time. The design of the proposed sheet piles should therefore acknowledge that the void left between the proposed and existing sheet piles should be adequately filled to avoid any loss of fines materials from the founding layers of the proposed paved area through the degrading existing sheet piles. This is an important consideration to safeguard the longevity of the proposed paving as loss of fines (perhaps seasonal) will impact on the founding conditions at the back of quay site.

As is the norm, the integrity of the paving at back of quay will rely on adequate edge restraints, particularly under higher than normal paving loads. Should robust/stiff edge restraints be included in the paving design along with the other considerations mentioned above, it is unlikely that the paving integrity will be challenged in this area.

4.2 Intermediate Bay (Central)

This area will be filled by securing dredged materials from the northern part of the sheet pile wall site (in the vicinity of the existing shipwreck). The geotechnical profile exposed by boreholes BH3 and BH4 do not indicate that there are any particular concerns related to the integrity of the founding materials upon which the dredged material will be deposited. Rather, the material properties of the placed dredged material should govern the performance of back of quay platforms at this site. It could be inferred that similar founding conditions for the proposed quay extension across the bay will be encountered as for the existing quay wall (Section 4.3).

4.3 Existing Quay Wall Site (South)

The dominant granite boulder fill in a calcretised sand matrix at this site provides good founding materials for the back of quay area. Overlying this horizon is a generally *medium dense* silty calcerous sand horizon that if compacted insitu under appropriate moisture conditions, will render a good platform for back of quay facilities. It will, however, be necessary to carry out individual geotechnical investigations for buildings that may be proposed in this area in the future.

It appears as if the existing quay wall is founded on a predominantly calcretised horizon (found directly below the granite boulder fill in the profile). This horizon is at least *dense*, but tends to *very dense* and even *soft rock* consistency in places. There is therefore nothing obvious that would question the integrity of the existing quay founding materials. It is possible that similar founding conditions continue northwards through the intermediate bay (see Section 4.2), but this has not been determined in this investigation and is considered out of scope.

A heavy lift crane is anticipated in the vicinity of BH2. This structure will in all likelihood require piled foundations to transmit anticipated high loads to more competent horizons in the geotechnical profile. Several shear box tests will be conducted on the potential founding materials, but these results are not yet available and final comment on piled foundations in this area will be made once these test results are available. At present, it is relevant to point out that *very stiff* residual granite soils are located at approximately 26,5 m depth. It is important to comment on the constructability of piles in this area considering the granite boulder fill horizon that overlies the residual granite soils. It will be practically impossible to drive or auger any piles through this material, rendering many standard piling methods unfeasible. The only practical/feasible piling solution in this area may be oscillator piles. These piles are costly, but could penetrate the granite boulder fill and provide a founding solution for the proposed heavy lift crane. Alternatively, it may be possible to implement a raft or mass concrete foundation solution founded on the granite boulder fill horizon. This alternative will require further scrutiny of the eccentricity of loading to be placed on such foundations by a working heavy lift crane and the impact that this could have on rotational settlement. Settlement tolerance of the crane would also be a design driver and could perhaps influence the founding methodology.

5 Conclusions

Based on the findings in SRK report 454843 Draft FR Rev 1 and the above interpretation, the following conclusions can be drawn:

- Sheet pile site (north):
 - The geotechnical profile consists of sandy/gravelly fill, underlain by variably developed calcrete zones in a sandy/silty horizon, in turn underlain by residual granite clay at depth;
 - The presence of calcrete zones (intersected by drilling) with well-developed / rock quality calcrete found at a depth of approximately 20 m below ground surface (-16.00 CD) is an important characteristic of the site and could pose a challenge to sheet piling contractors as this zone may influence driveability of sheet piles – it will be important to gain some insight into the feasibility of sheet piles from a specialist piling contractor;
 - Voids left between the proposed sheet pile wall and the existing sheet pile wall could present a challenge to the integrity of the back of quay site with time – it is imperative that should such voids be created, they should be filled with mass concrete or grout to ensure no loss of fines from the back of quay platform as this will impact on the integrity of the paving in this area;
 - Laboratory test results (i.e. shear box test results) obtained, in our opinion, overstate the shear strength parameters of the materials (particularly the non-cohesive soils in the upper profile) and to a lesser extent the residual clay soils in the deeper profile – it is recommended that shear strength parameters for the non-cohesive materials (sandy materials) be taken as $c = 0$ kPa and friction angle = 34° and $c = 2,5$ kPa and friction angle = 28° in the cohesive (residual clays) found at depth;
 - The groundwater table was measured at 2,3 to 3,0 m depth (1,5 to 0,9 m CD) at this site;
 - The shallow geotechnical profile presents surface materials that will have a bearing capacity of at least 250 kPa should insitu preparation of these soils be carried out to specification (i.e. 100% Mod AASHTO compaction at OMC to OMC +2%) – this specification will not be onerous and with robust edge restraints included in the paving design and confidence that no fines materials can be lost through the sheet pile (see above bullet), it is unlikely that the integrity of the proposed paving will be greatly challenged.
- Intermediate bay site (central):
 - A general profile of this site consists of *dense* gravelly, sandy fill underlain by sand/silt with random pedocrete (calcrete) zones in the north and a thick horizon of granite boulder fill in the south, in turn underlain by *very stiff* residual granite clay at depth;
 - The groundwater table was measured at between 2,6 and 3,0 m depth (1,1 and 0,9 m CD).
 - This site will accept dredged fill and the geotechnical performance of the site is expected to be governed by the integrity of this fill rather than the founding soils;
 - It is possible that similar founding conditions for the proposed quay extension across the bay exist as those that are found at the existing quay wall site, but this was not determined in this investigation as no marine drilling was undertaken.
- Existing quay wall site (south):
 - A general profile of this site consists of *medium dense to dense* gravelly, sandy fill underlain by granite boulder fill in a calcareous sandy matrix and *very dense*, variably developed calcrete in a silty or sandy matrix and ultimately *very stiff* residual granite clay at depth;
 - The granite boulder fill horizon is far more extensive (laterally and vertically) than previously indicated by historical data (actually exhibiting a vertical extent of between 10 and 15 m thick and found up to 20 m back from the existing quay in the case of BH1);
 - The groundwater table was measured at approximately 2,5 m depth (1,1 m CD);
 - The dominant granite boulder fill in a calcretised sand matrix at this site renders the back of quay area competent, but presents construction challenges for the proposed piled foundations for the proposed heavy lift crane as standard piling methods (driven and auger piles) will not penetrate this horizon – it is likely that oscillator piles will be required to found the heavy lift crane as these piles are able to penetrate the granite boulder fill, but this will add to the cost;

- Other founding solutions including mass concrete bases and/or rafts could be explored as a founding solutions but this will require details of the loads (particularly eccentric loads) imposed by the crane under working loads.

Prepared by

SRK Consulting - Certified Electronic Signature
 **srk consulting**
454843/41374/Report
8613-134-5022-ENGE
This signature has been printed digitally. The Author has given permission for its use for this document. The details are stored in the SRK Signature Database.

BM Engelsman Pr Eng Pr CPM

Partner

SRK Consulting - Certified Electronic Signature
 **srk consulting**
454843 Saldanha GMQ Final Interpretive Report/41374/Report
3436-1684-199-BROW
This signature has been printed digitally. The Author has given permission for its use for this document. The details are stored in the SRK Signature Database.

Reviewed by

JM Brown Pr Sci Nat

Partner

All data used as source material plus the text, tables, figures, and attachments of this document have been reviewed and prepared in accordance with generally accepted professional engineering and environmental practices.

SRK Report Distribution Record

Report No.

454843 Final IR

Copy No.

1

Name/Title	Company	Copy	Date	Authorised by
Mr Shaun Hayes	PRDW	1	14/04/2013	ENGE
SRK Library	SRK	2	14/04/2013	ENGE
Project file	SRK	3	14/04/2013	ENGE

Approval Signature:



This report is protected by copyright vested in SRK (SA) (Pty) Ltd. It may not be reproduced or transmitted in any form or by any means whatsoever to any person without the written permission of the copyright holder, SRK.

ANNEXURE B

ENVIRONMENTAL MANAGEMENT PLAN

Project Name: Dredging Requirements for the Port of Saldanha

Tender Number: TNPA/2022/03/0177/RFP

TABLE OF CONTENTS

1. INTRODUCTION	3
2. BACKGROUND	3
3. PURPOSE OF THE EMP	5
4. OBJECTIVES OF THE EMP	5
5. LEGISLATIVE FRAMEWORK	6
6. SCOPE OF EMP	6
7. EMP APPROVALS AND REVISIONS	7
8. SENSITIVE ENVIRONMENTAL AREAS	7
9. ROLES AND RESPONSIBILITIES.....	7
10. TRAINING AND AWARENESS	9
11. COMMUNICATION	10
12. EMERGENCY RESPONSE.....	10
13. INCIDENTS	10
14. ENVIRONMENTAL AUDITS AND NON-CONFORMANCES.....	10
15. MANAGEMENT OF POTENTIAL IMPACTS	11

1. INTRODUCTION

Dredging of the seabed is performed worldwide for the expansion of existing harbours and Ports or to maintain the design and promulgated depths of the quays, turning basins, navigational and approach channels. Dredging to maintain navigational waterways is an essential part of port operations in South Africa to allow the safe navigation and approaches of vessels throughout all port waters. It is needed to remove sediments that accumulate in shipping channels and berths having been transported naturally by waves, currents and tides.

Transnet National Ports Authority (TNPA) monitor channels and berths by means of bathymetric surveys to ensure that the designated safe depths and under keel clearances are available for safe movement of all vessels. When depths begin to decrease a maintenance dredging program will be planned and implemented. Capital Dredging may be required for future port expansion projects in line with the Port of Saldanha Port development Framework Plan (PDFP).

Dredging activities can have a variety of negative impacts on marine ecosystems, from habitat disturbance for benthic communities in the dredge area to physical smothering and trace metal contamination. TNPA Port of Saldanha in accordance with its Safety, Health, Environment and Quality Statement of Commitment, is dedicated to ensure that all activities are carried out in accordance with applicable environmental legislation in order to protect its employees, visitors, port users, other stakeholders, property and the environment. Environmental Management Plan (EMP) details the environmental management requirements to be followed for both Capital Dredging and Maintenance Dredging together with the Dredging Master Plan for the Port of Saldanha.

2. BACKGROUND

The Port of Saldanha is one of South Africa's eight commercial Ports, under the authority of TNPA, and is located approximately 150 kilometres north of Cape Town. The Port of Saldanha, since its discovery in the year 1601, remains the largest and deepest natural Port in the Southern Hemisphere able to accommodate vessels with a draft of up to 21.5 meters. The Port covers a land and sea surface of just over 19,300 hectares within a circumference of 91 kilometres with maximum water depths of 23.7 meters. Saldanha is unique in that it has a purpose-built rail link directly connected to a jetty bulk loading facility for the shipment of iron ore. The Port is located within the West Coast District Municipality and the Saldanha bay local

Municipality. The land area of the Port is unique in that its areas are separated by the town of Saldanha bay. Thus it draws services from both the District and Local Municipalities.

Arial



Figure 1:

photograph of the Port of Saldanha

The Port of Saldanha is not heavily affected by siltation and sedimentation within its channels, basins and quays. The Port of Saldanha has an inner bay (Small and Big Bay) and outer bay as indicated in the figure below.

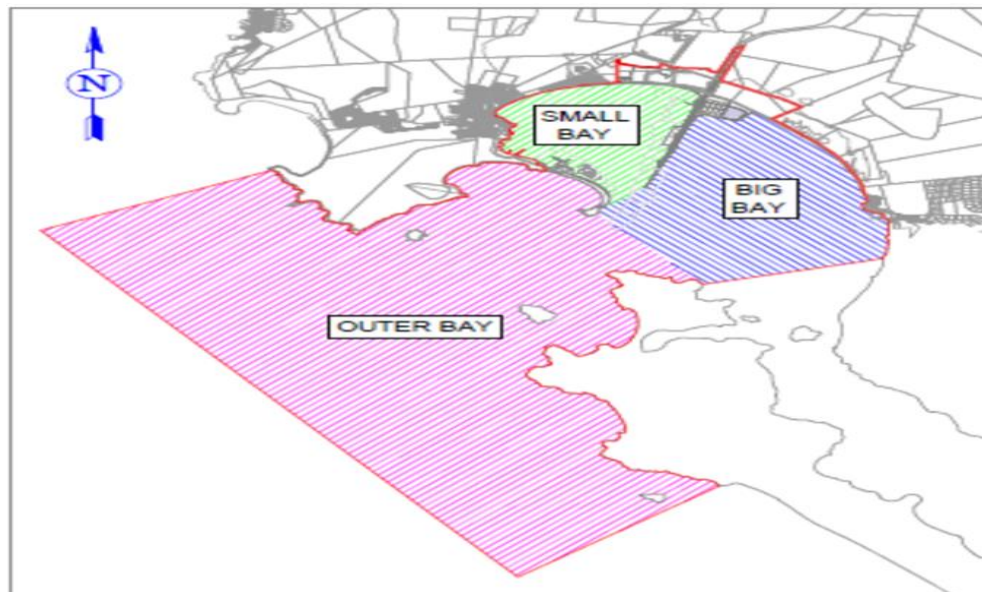


Figure 2: Port layout, Port of Saldanha

Dredging of the quays, turning basins, navigational and approach channels has not been required in the past due to good founding levels and the Port being geographically well positioned. The Port's depth levels are annually monitored and surveyed by means of bathymetric surveys. Recent bathymetric surveys indicate that some of the areas in the Port have accumulated sediments over the years. Thus the depths in these areas are no longer at the design and promulgated levels.

3. PURPOSE OF THE EMP

Dredging and disposal of dredged material may have a number of potential negative environmental impacts on the marine environment, and may include but not limiting to:

- Direct destruction of benthic fauna populations due to substrate removal;
- Alterations in sediment composition which changes nature and diversity of benthic communities (e.g. decline in species density, abundance and biomass);
- Enhanced sedimentation;
- Changes in bathymetry which alters current velocities and wave action; and
- Increase in concentration of suspended matter and turbidity due to suspension of sediments.

The purpose of the EMP is therefore:

- Detail the management and mitigation measures to be implemented to minimise potential environmental impacts from dredging activities and dredged material disposal options to be undertaken; and
- Detail the monitoring activities to be undertaken to evaluate the effectiveness of the management and mitigation measures implemented.

4. OBJECTIVES OF THE EMP

This EMP has been developed to fulfil the following specific objectives:

- To establish the necessary measures that will be implemented to ensure that all identified aspects and impacts are eliminated minimised, controlled and properly mitigated including those which might be identified at a later stage during the proposed dredging project.
- To ensure that all dredging works are executed in accordance with all applicable legislation and/or relevant permits; and
- To ensure that dredging activities do not degrade the condition of the surrounding environment by limiting the disturbance of marine ecosystems.

5. LEGISLATIVE FRAMEWORK

All project activities must comply with all relevant South African legislation and regulations. Specific legislation that must be complied with includes, but is not limited to:

- Constitution of the Republic of South Africa, 1996 (No. 108 of 1996)
- National Environmental Management Act, 1998 (No. 107 of 1998)
- National Water Act, 1998 (No. 36 of 1998)
- National Environmental Management: Biodiversity Act, 2004 (No. 10 of 2004)
- National Environmental Management: Waste Act, 2008 (No. 59 of 2008)
- National Heritage Resources Act, 1999 (No. 25 of 1999)
- National Environmental Management: Protected Areas Act, 2003 (No. 57 of 2003)
- National Environmental Management: Air Quality Act (Act No. 39 of 2004)
- National Environmental Management: Integrated Coastal Management Act, 2008 (Act No. 24 of 2008)
- National Ports Act, 2005 (Act No. 12 of 2005)
- NEMA: ICM Act: Dumping at Sea Regulations
- NEMA: Environmental Impact Assessment Regulations
- Protocol to the London Convention 1972
- International Maritime Organisation Regulations
- Applicable SAMSA Notices

6. SCOPE OF EMP

Dredging projects will be undertaken according to recognised best industry practices and will include measures prescribed within this EMP. This EMP shall form part of the contract documents, and informs the Contractor about his duties in the fulfilment of the project objectives, with particular reference to the mitigation of environmental impacts caused by Dredge and Disposal Construction activities associated with the project. The Contractor will note that obligations imposed by the EMP are legally binding in terms of environmental legislation. During dredging works it is TNPA's responsibility to ensure that all parties involved in dredging activities receive a copy of the EMP and ensure compliance with it. The EMP is to be included as part of all contract documents pertaining to dredging works. The appointed Contractor will be required to comply with the environmental management requirements set out in this EMP. The Contractor will be responsible for ensuring that all contracting staff are made aware of this EMP and through monitoring adheres to the EMP. A copy of the EMP will be kept on site at all times during the dredging works period.

7. EMP APPROVALS AND REVISIONS

TNPA Port of Saldanha will obtain approval of this EMP from the National Department of Environmental Affairs (DEA) prior to execution of proposed dredging works. If a significant change in the duration or nature of the dredging works occurs, the EMP will be reviewed and amended accordingly. The review will include a reassessment of the environmental aspects and impacts posed by the proposed works. If an increase in impacts to the environment is identified, corresponding mitigation and management strategies will be identified and implemented. DEA and other relevant authorities will be consulted on any proposed revisions to the EMP that concern conditions of approval. Changes to the EMP shall be required where the current EMP:

- Does not make adequate provision for protecting the environment against the dredging activities;
- Needs to be modified to address changes in statutory requirements;
- It is not achieving acceptable environmental performance;
- Requires changes due to the outcome of a monitoring or auditing; and
- Provides impracticable or ineffective management measures.

8. SENSITIVE ENVIRONMENTAL AREAS

Cognisance must be taken of the following sensitive environmental features that should be afforded additional care and protection:

- Aquaculture Farms; and
- Langebaan Lagoon.

9. ROLES AND RESPONSIBILITIES

TNPA Environmental Department

- Ensure that all activities undertaken within the Port of Saldanha do not cause significant impacts on the environment;
- Ensure that environmental issues receive adequate attention in the site induction training;

- Carry out project inspections and oversight audits on compliance with the requirements of this EMP and applicable permits;
- Ensure that all environmental monitoring programmes are carried out according to protocols and standards;
- Liaison with authorities;
- Form part of Tender evaluation, development of environmental criteria and adjudication thereof;
- Review of all reports from the Environmental Specialist/Office, including signing off on Method Statements; and
- Form part of all environmental incident investigations.

TNPA Engineering Department

- Undertake annual bathymetry surveys;
- Overseeing of all environmental matters and compliance with all environmental requirements and authorisations;
- Identifying the need for remedial measures with regards to the proposed work;
- Communicating directly with the Contractors or Dredging Services;
- Issuing non-conformance notifications to Contractors that do not comply with the requirements of the EMP and other documents and ensuring that these are addressed immediately;
- Responsible for applying for a Dredging Permit should the dredge material be required to be dumped at sea;
- Conduct Annual Sediment Quality Monitoring Programme; and
- Maintenance of records and documentation.

TNPA Dredging Services

- Ensuring compliance to Dredging EMP, Dredging Permit, Dredging Action Plan and any other relevant environmental legal requirements as part of TNPA Dredging Services Contract;
- Conduct audits in line with the EMP and Dredging Permit and to issue Non-conformance Reports for non-compliances;
- Participate in oversight audits conducted by TNPA and Relevant Competent Authorities;
- Reporting environmental incidents to TNPA Environmental Management Department and Relevant Authorities;

- Monitoring of environmental performance;
- Maintenance of records and documentation (for inspection by relevant authorities); and
- Prepare the dredging report.

TNPA Dredging Services Environmental Department

The primary role of the competent Environmental Officer from Dredging Services is to coordinate the environmental management activities on site.

Specific responsibilities of the Environmental Officer, who will be on site, will include the following:

- Ensure compliance with all the environmental management requirements;
- Assisting in compilation of Method Statements;
- Facilitating environmental activities and environmental awareness training of all persons on site;
- Inspect the site as required to ensure adherence to the management actions of the EMP and the Method Statements;
- Ensuring that environmental monitoring is being undertaken;
- Compile environment reports as required;
- Record and investigate all environmental incidents as well as corrective and preventive actions taken; and
- Maintain a public complaints register in which all complaints are recorded, as well as action taken.

10. TRAINING AND AWARENESS

Training aims to create an understanding of environmental management obligations and prescriptive measures prevailing the execution of the project. All personnel shall be suitably qualified and experienced to undertake the work in an environmentally responsible manner. Personnel who have formal responsibilities under this plan will be trained in the requirements of this EMP. Training may include formal courses, staff meetings, tool box talks, and ongoing awareness for the entire duration of the dredging works. Records of training and inductions will be maintained. All personnel involved in activities will be required to complete a site induction which will incorporate key environmental aspects of the project. Records will be kept of the type of training and awareness provided, as well as containing the details of the attendees.

11. COMMUNICATION

Means for communicating and passing information between the project team to be clearly explained at prior to the start of the dredging project. Arrangements need to be made for project meetings at which the environmental matters and compliance to the EMP will be addressed.

12. EMERGENCY RESPONSE

In line with legislative requirements, Port of Saldanha has comprehensive Emergency Response and Business Continuity Plans for emergencies that occur in its jurisdictional land and waters. The Emergency Response Plans identify and reduce the potential for an incident before it occurs so as to prevent damage to the surrounding marine environment, property and the public. The Emergency Response Plans clearly outlines the process to respond quickly and effectively in the event of an emergency or environmental incident. Following an emergency incident, an investigation will be conducted and corrective actions identified and addressed.

Emergency Response Plans at the Port of Saldanha provide for the following emergencies:

- Fire Emergency Response;
- Fire Emergency Response to a Vessel alongside Berth;
- Vessel ran aground;
- Oil Spill Response Plan.

13. INCIDENTS

Environmental incidents and hazards will be reported and recorded. An Incident Register must be maintained and should include information on the type of incident, description of the incident, the response taken, responsible person and any follow-up action required.

14. ENVIRONMENTAL AUDITS AND NON-CONFORMANCES

Dredging Services has the primary responsibility to conduct audits in line with the EMP and Dredging Permit and to issue Non-conformance Reports for non-compliances. Any non-conformance reports (NCRs) issued as a result of audits/ site inspections must be recorded in a Non-conformance Register. The register must detail who is responsible for correcting the non- conformance, the date by which it should be corrected and the actual date closed out/ corrected. Dredging Services is required to be part of oversight audits conducted by TNPA and DEA.

15. MANAGEMENT OF POTENTIAL IMPACTS

Activity	Potential Impacts	Management Measures
15.1 PROJECT PLANNING PHASE		
Dredging Areas	Destruction of Sediment profile and decrease in water quality	<ul style="list-style-type: none"> • Conduct annual Bathymetric Surveys to determine the need for dredging. • Baseline water quality data to be collected prior to the works to determine to the current state of the receiving environment, and to serve as a reference to measure the residual impacts of the dredging works. • In order to minimize the negative environmental impacts, dredging must be avoided in areas which are over depth or at designed depth.
Timing of Dredging operations	Loss of dredged material Removal of benthic animals at the dredge site	<ul style="list-style-type: none"> • Undertake dredging during favourable weather and wave conditions in order to reduce the extent of dispersal of re-suspended sediment. • The removal of benthic animals is unavoidable, however consider timing of dredge to avoid sensitive periods for benthic communities in the dredge area.
Selection of Dredging Equipment	Destruction of Sediment profile and decrease in water quality	<ul style="list-style-type: none"> • Select appropriate dredger to minimise resuspension of sediments. • Consider the use of technology to keep material consolidated (lower water content) to reduce re-suspension of contaminants and limit the spread of material.
Evaluation of Disposal Options	Destruction of Sediment profile and decrease in water quality	<ul style="list-style-type: none"> • Conduct sediment quality testing to determine whether the dredge material is suitable for re-use on land or disposal at sea. • Consider alternative beneficial use options to reduce amounts of material disposed at sea.

Identification of offshore dumping site	Disturbance of marine habitat	<p>In selection of dump sites, the following aspects should be taken into consideration:</p> <ul style="list-style-type: none">• Site capacity for sediment containment or dispersal.• Dumping should not take place in areas where the physical characteristics make it vulnerable to the build-up of pollutants.• Avoid areas where wave and current movement at the dumpsite is limited.• Sediments in the dredge material and that of the receiving area should be similar as far as possible. <p>Dumping site to be approved by DEA: Oceans and Coasts.</p>
---	-------------------------------	---

Activity	Potential Impact	Management Measures
15.2 DREDGING OPERATIONS		
Operation of Dredging Equipment	Disturbance of marine habitat	<ul style="list-style-type: none"> Dredging only to occur within designated areas and works are restricted to preferred depths only.
	Increase in Marine Alien and invasive species populations through ballast water	<ul style="list-style-type: none"> The Dredging Contractor will ensure the dredge complies with TNPA ballast water management requirements. TNPA Pollution Control Officers to ensure that de-ballasting requirements are met.
	Disturbance of marine mammals and sea birds by excessive noise and vibration levels	<ul style="list-style-type: none"> Inspect and maintain the dredger regularly to ensure that this is in a good condition.
	Increased turbidity levels and mobilisation of potential contaminants caused by suspended sediments released into the water column.	<ul style="list-style-type: none"> Trained operators to be used to ensure minimal generation of turbid water. Dredging is to be undertaken from well maintained and inspected vessels which are free from structural defects and potential sources of leakages. Dredge plume should be monitored visually on a daily basis. These observations will be undertaken from an elevated location and will include information on the plume extent (e.g. estimated distance in metres from dredging site), plume direction and prevailing conditions (e.g. wind, tide, swell) and any other notable visual characteristics of the plume or dredging activity.

	Potential harm or loss of marine fauna	<ul style="list-style-type: none"> Continuous monitoring or spotting of marine fauna to be conducted. Stop dredging works if marine fauna is spotted in close proximity to the dredging equipment.
Discovery of Heritage Resources	Impact on Heritage Sites	<ul style="list-style-type: none"> If any cultural heritage sites are uncovered e.g. shipwrecks older than 60 years, the necessary permits will need to be obtained from SAHRA (South African Heritage Resources Agency).
Removal of Shipwrecks	Increased turbidity levels and mobilisation of potential contaminants caused by suspended sediments released into the water column.	<ul style="list-style-type: none"> Trained and Licenced Diving operators to be used to remove possible shipwrecks (not older than 60 years) to ensure minimal generation of turbid water. Activities should be monitored visually on a daily basis.
Diving Activities	Potential harm to marine fauna and sediment disturbance.	<ul style="list-style-type: none"> Only TNPA licenced Diving Operators may be utilized for any diving activities during the dredging project. Application process to obtain a Diving Permit from the Harbour Master office to be followed. Diving activities should be monitored so as to minimize the impact to the human health and marine fauna.

Safety, Health & Environmental (SHE) Specification for:

PROJECT DESCRIPTION: MARINE CONSTRUCTION WORKS AT
THE OSSB QUAY IN THE PORT OF SALDANHA

MONTH/YEAR COMPILED: April 2022

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

Table of Contents

1.	Introduction	4
2.	Scope of Work.....	4
3.	Abbreviations and Definitions	5
4.	Responsibilities	6
4.1	TNPA SHE Department shall:.....	6
4.2	Client (TNPA)	6
4.3	Principal Contractor.....	7
4.4	Other Joint Responsibilities	7
4.5	Principal Contractor's General Duties.....	7
5.	Safety, Health and Environmental Risk Assessments	8
5.1	Arrangements for Controlling Significant Site Risks	8
5.2	Development of Risk Assessments	8
5.3	Roles and Responsibilities for Risk Assessments.....	10
5.3.1	TNPA	10
5.3.2	The Contractor shall	10
5.3.3	Other Requirements	10
5.4	Review of Risk Assessment	11
5.5	Safe Operating/ Work Procedures	12
6.	Occupational Health and Safety Management.....	12
6.1.2	Standard setting	12
6.1.3	Communication and cooperation	12
6.1.5	Information and training for people on site	13
6.1.6	Welfare	13
6.1.7	Site rules	13
6.1.8	Emergency procedures	13
6.1.9	Reporting of incident information	13
6.2	Structure and Organisation of SHE Responsibilities	14
6.2.1	Overall Supervision and Responsibility for SHE	14
6.2.2	Further (Specific) Supervision Responsibilities for SHE	14
7.	Safety, Health and Environmental File.....	15
8.	SHE Inspections.....	16
8.1	Housekeeping	16
9.	Personal & Other Protective Equipment (Sections 8/15/23 of the OHS Act)	17



10.	Infection Control	18
11.	Equipment and Machinery	18
12.	Tools and Equipment	18
13.	Training	19
13.1	SHE Induction Programme	19
13.2	General Induction Training	19
13.3	Site Specific Induction Training	19
14.	Periodic Medical	19
15.	SHE Signage on plant and in buildings	20
16.	SHE Objectives and Targets	20
17.	SHE Communication & Awareness	20
18.	Incident/Accident Reporting & Investigation	21
18.1	Accidents and Incident Investigation (General Administrative Regulation 9)	21
18.2	Occurrences reporting & investigation	21
19.	Insurance	22
20.	Security	22
20.1	Access Control	23
21.	Environmental Management Plan	23
21.1	Licensing and Permits	24
21.2	Waste management	25
21.3	Indigenous plants and animals	25
22.	Transportation	26
23.	General Site Procedures	26
23.1	General Inspection, Monitoring and Reporting	26
23.2	Contractor's audits and inspections	26
23.3	Other audits and inspections by TNPA	26
23.4	Recording and review of inspection results	26
23.5	Review	27
24.	Site Rules and other Restrictions	27
24.1	Site SHE Rules	27
25.	Records	27

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 work entails conducting **MARINE CONSTRUCTION WORKS AT THE OSSB QUAY IN THE PORT OF SALDANHA**

The scope of work shall include the following activities:

- Hydraulic Excavation Work
- Supply of Rocks and Placement of Scour Protection at the OSSB quay
- Diving and Salvage Services for an Abandoned Ship Wreck
- Turbidity Monitoring

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. Moving machinery/equipment
2. Working close to quay edge
3. Diving operations
4. Excavation works
5. Exposure to noise
6. Access/Egress control
7. Lifting operations
8. Hazardous chemical exposure
9. Hazardous waste management and disposal
10. Uneven surfaces
11. Loading and offloading of heavy loads

12. Wet/slippery conditions
13. Protection against dehydration and heat exhaustion
14. Protection from wet and cold conditions

5.3. Roles and Responsibilities for Risk Assessments

5.3.1. TNPA

The Port of Saldanha shall:

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

5.3.2. The Contractor shall

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

5.3.3. Other Requirements

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

7.4 Procedure

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

- 7.4.2 Risk assessment is a document compiled to show the risks identified and the actions to be taken to eliminate or mitigate all the identified risks and all possible hazards and conditions that can pose a threat to the health and safety of any person.
- 7.4.3 A competent person must be appointed in writing to do all risk assessments.
- 7.4.4 A risk assessment will be compiled for every task to be performed, including:
- Transportation of passengers,
 - Transportation of materials and equipment
 - 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: -
- Risk identification.
 - Risk analysis.
 - Clear and understandable controls to prevent or mitigate risk.
 - 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,

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 R1 000 000, 00 (One 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) Diving Permit

Specific Rule # 5

Any Contractor That's About To Undertake Diving Activities Within The Ports Authority Area Of Jurisdiction Must Have Valid Diving Licence Issued By The Transnet National Ports Authority Port.

- d) Isolation/lock out

Specific Rule # 6

DO NOT clean or repair any equipment without following isolation or locking-out procedure.

- e) Hot work permit

Specific Rule # 7

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

- f) Working at height (above 2 meters)

Specific Rule # 8

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.

Issued by: SHE Department, Port of Saldanha

Approved by:


Netaneel Pieters- Risk Specialist

20 April 2022

Date

ANNEXURE D

Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay

APPROVED GUARANTEE ISSUERS

ABSA BANK LIMITED GROUP

BANK OF CHINA LIMITED GROUP

BARCLAYS BANK PLC GROUP

BNP PARIBAS GROUP

CHINA CONSTRUCTION BANK GROUP

CITIBANK GROUP

CREDIT SUISSE GROUP

DEUTSCHE BANK GROUP

FIRSTRAND BANK LIMITED GROUP

HSBC HOLDINGS GROUP

Industrial Development Corporation

Investec Bank Ltd

JPMORGAN CHASE BANK GROUP

Nedbank Ltd

SOCIETE GENERALE BANK GROUP

STANDARD BANK GROUP

STANDARD CHARTERED BANK GROUP

ABN AMRO Bank N.V.

BANCO BILBAO VIZCAYA ARGENTARIA S.A

Coöperative Rabobank U.A.

CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK

DANSKE BANK

ING Bank N.V.

KBC BANK

LANDESBANK BADEN-WUERTTEMBERG

MIZUHO BANK, LTD

NATIONAL AUSTRALIA BANK LIMITED

SKANDINAVISKA ENSKILDA BANKEN

SUMITOMO MITSUI BANKING CORPORATION

SVENSKA HANDELSBANKEN AB

AIG SOUTH AFRICA

CONSTANTIA INSURANCE LTD

CREDIT GUARANTEE INSURANCE CORPORATION

HOLLARD INSURANCE COMPANY

LOMBARD INSURANCE GROUP

MUTUAL & FEDERAL

RENASA INSURANCE COMPANY

SANTAM

BRYTE INSURANCE COMPANY LTD

To Whom It May Concern,

CERTIFICATE OF INSURANCE: TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE

In our capacity as Insurance Brokers to the Transnet Group of Companies, we hereby certify that the undermentioned insurances are currently in place:

INSURED: Transnet (SOC) Limited

PERIOD: 1 April 2022 to 31 March 2023 (Both days inclusive)

DIVISION: Transnet Freight Rail, Transnet Engineering, Transnet Properties, Transnet Pipelines, Transnet National Ports Authority and Transnet Port Terminals

THE INSURED'S VAT NO: 4720103177

THE INSURED'S COMPANY REGISTRATION NO: 1990/000900/30

POSTAL ADDRESS (Head Office) P O Box 72501, Parkview, 2122

CONTRACT WORKS INSURANCE

Cover Provided : Contract Works - Physical loss or damage to the Property Insured which being materials, plant and other things for incorporation into the permanent works.

Insurer : Mirabilis (Santam Limited)

Policy Number : MZAR35023-CAR

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.

Territorial Limits : The Republic of South Africa.

Additional Co-Insureds:

The Contractor: All Contractors undertaking work in connection with The Insured Contract including the Employer to the extent that the Employer undertakes work in connection with The Insured Contract;

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 to the extent required by any contract or agreement;

transporters and persons providing a storage facility, plant owners and/or operators in respect of liability loss or damage arising out of The Insured Contract; 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 hereunder 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;

Provincial & Government: any Local Provincial or Government Department with which the Insured enters into any contract or agreement for the performance of The Insured Contract; all for their respective rights and interests.

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 R50,000,000;
- l) Horizontal Directional Drilling Contracts where total drilling exceeds 1 km;
- m) Horizontal Directional Drilling Contracts for pipe diameters greater than 76 cm.

Definitions

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. "OffShore 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.

- 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;*
- 3 *"Dam Contracts", which term shall include weirs and hydroelectric projects involving the construction of dams or weirs;*
- 4 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 5 *Tunnels" means Tunnels (Including declines) involving all of the following;*
 - (a) Works below ground level; and
 - (b) Tunnelling machinery below ground level; and
 - (c) A tunnelling crew operating the machinery below ground level;
 - (d) But shall not include Horizontal Directional Drilling Contracts
- 6 *"Horizontal Directional Drilling Contracts", means micro-tunnelling work for the construction of tunnels utilising surface based horizontal directional drilling equipment.*
- 7 *"Underground Mining Contracts", which shall mean any contract involving underground mining.*

Testing Period: 120 Days not consecutive.

Maintenance Period : 12 Months

Main Policy Extensions :

- Costs & Expenses - Limited to maximum of R50,000,000.
- Expediting Measures – Limited to a maximum of R50,000,000.
- Professional Fees In Reinstatement Of Property Insured - Limited to a maximum of R50,000,000.
- Surrounding Property in care custody or control of the contractor – Limited to a maximum of R55,000,000.
- Fire Brigade & Public Authorities - Limited to a maximum of R10,000,000.
- Public Authority Reinstatement Costs - Limited to a maximum of R20,000,000
- Public Relationship Costs - Limited to a maximum of R1,000,000.
- Records - Limited to a maximum of R2,000,000.
- Removal to Gain Access - Limited to a maximum of R20,000,000
- Road Reserve and Servitude Extensions - Limited to a maximum of R10,000,000

- Search & Locate Costs - Limited to a maximum of R20,000,000.
- Borrowing Of Plant For Commissioning Purposes - Limited to a maximum of R10,000,000
- Escalation during Construction – 30%
- Marine Contribution Clause
- Claim Preparation Costs – Limited to a maximum of R10,000,000

Main Policy Exclusions :

- War
- Nuclear Energy Risks
- Terrorism
- Computer Loss General Exception
- DE4 (All types of Works) for defective material workmanship design plan or specification.
- 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.
- Loss or damage arising during air transit or any ocean voyage or whilst in storage thereafter.
- Occurring during any defects/maintenance period unless cause occurred prior to such defects/maintenance period
- Disappearance or by shortage revealed during routine inventory or periodic stocktaking.
- Consequential loss of whatsoever nature.
- Normal wear and tear, normal atmospheric conditions, rust, erosion, corrosion or oxidation.
- Due to its own explosion breakdown or derangement occurring after the Testing Period which has operated under load conditions.
- Second hand property due to its own electrical or mechanical breakdown or explosion.
- Communicable diseases

Deductibles:

In respect of loss or damage:

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).

Minor Perils shall mean damage caused by a peril not defined as Major Perils defined above.

Contracts with a contract value :	Major perils	Minor perils
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

Minimum wet risk deductible of R100,000 per occurrence to apply.

LEG 3 Deductible (Only in respect of Mechanical and Electrical contracts);

Contracts with a contract value	Deductible
0 to R500,000,000	R1,000,000 per occurrence
R500,000,001 to R1,000,000,000	R1,500,000 per occurrence

PUBLIC LIABILITY

Cover Provided : Contract Works Public Liability – cover the Insured's legal liability in respect of loss or damage or injury to third parties arising out of work performed in respect of the Insured Contracts.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132335

Territorial Limits : The Republic of South Africa.

Insured Contracts: All projects (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 project works;**

- a) 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) 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) in or on any aircraft; and
- f) being 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.

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 Defence 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.

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 and R150 000 Removal of Support.

Main Policy Exclusions :

The policy does not cover:

- deliberate, conscious and intentional disregard to take reasonable precautions.
- fines, penalties, punitive and exemplary damages.
- Pollution unless caused by a sudden, unintended and unexpected occurrence.
- cost of removing, nullifying or cleaning up the effects of pollution unless caused by a sudden, unintended and unexpected occurrence.
- the hazardous nature of asbestos.
- War And Terrorism Risks.
- Nuclear Risks.
- Actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities
- Compulsory Insurance
- Loss or damage and any consequence therefrom to any Data. •
- Sanctions Exclusion
- Excluding unfair dismissal
- Data exclusion
- COVID Exclusion

PROFESSIONAL INDEMNITY

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.

Insurer : Stalker Hutchinson (Santam Limited)

Policy Number: 6000/132337

Jurisdiction : Worldwide excluding North America

Insured Contracts: All projects (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 project works:**

- 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 (excluding Defects Liability/Maintenance period).
- c) Contracts with a Contractual Defects Liability Maintenance Period exceeding 24 months.
- d) 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) in or on any aircraft.
- f) Being 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.

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.

**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.

Deductibles:

R5,000,000 each and every but R10,000 in respect of Claims Preparation Costs, Loss of Documents, Statutory Defence Costs, Defamation and Infringement Of Copyright.

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.

Policy Main Exclusions:

- Excludes all consequential loss other than cost of re-design, rectification and replacement as a consequence of the defect.
- Excludes Supervision.
- Excludes liability arising out of environmental impairment / pollution
- Excludes the cost of removing, nullifying or cleaning-up the effects of environmental impairment/ pollution.
- 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.
- Excludes fines, penalties, punitive and exemplary damages, multiplication of compensatory damages and/or any other noncompensating damages of any kind.
- Excludes liability from the hazardous nature of asbestos.
- Excludes medical malpractice.
- Excludes failure to meet contractual requirements relating to efficiency, output or durability.
- Excludes failure to meet completion dates
- Excludes the estimation of probable costs other than cost advice and cost planning services normally provided by a Quantity Surveyor or Project manager.
- Excludes incorrect authorisation of payment.



- Excludes breach of any statutory regulation.
- Excludes liability from the insolvency, liquidation or judicial management of the Insured.
- Excludes the certification of value of work executed by any contractor where the Insured has an equity interest in such contractor;
- Excludes liability due to unlawful competition, unfair practices, abuse of monopoly power, cartel activities or breach of a competitions ac
- Sanctions Exclusion
- Data exclusion
- State Capture exclusion
- COVID exclusion
- Directors & Officers Exclusion

This certificate of the insurance cover arranged is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies issued by Insurers.

Dennis Govender

Chief Broking Officer

ANNEXURE F

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings**C.3.1 Respond to requests from the tenderer**

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

CIDB SFU: Page | 29

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
----------------	--

The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Transnet National Ports Authority

Tender Number: TNPA/2022/03/0177/RFP

Description of the Works: Appointment of a contractor to fulfil dredging requirements in the Port of Saldanha in terms of marine construction works and supply of long reach excavation work at the OSSB Quay



RFP LIST OF ANNEXURES

ANNEXURE A:	SALDANHA GMQ FINAL INTERPRETIVE REPORT
ANNEXURE B:	DREDGING WORKS EMP-TNPA PORT OF SLD_FINAL
ANNEXURE C:	SAFETY, HEALTH & ENVIRONMENTAL (SHE) SPECIFICATION
ANNEXURE D:	APPROVED GUARANTEE ISSUERS
ANNEXURE E:	TRANSNET (SOC) LIMITED – PRINCIPAL CONTROLLED INSURANCE
ANNEXURE F:	CIDB TERMS AND CONDITIONS