

**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

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**Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR QUOTATION (RFQ)**

**FOR THE: PROVISION OF TOPOGRAPHIC SURVEY SERVICES FOR THE UPGRADE OF ROADS AND SERVICES FOR TRANSNET NATIONAL PORTS AUTHORITY (TNPA), AT THE PORT OF CAPE TOWN FOR A PERIOD OF SIX (6) MONTHS. [ADDENDUM NO.1]**

<b>RFQ NUMBER</b>	<b>: TNPA/2024/01/0010/52931/RFQ</b>
<b>ISSUE DATE</b>	<b>: 13 March 2024</b>
<b>COMPULSORY BRIEFING</b>	<b>: 25 March 2024</b>
<b>CLOSING DATE</b>	<b>: 05 April 2024</b>
<b>CLOSING TIME</b>	<b>: 16h00</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 weeks from closing date</b>

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# Part T1: Tendering Procedures

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## **T1.1 TENDER NOTICE AND INVITATION TO TENDER**

### **SECTION 1: NOTICE TO TENDERERS**

#### **1. INVITATION TO TENDER**

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

<b>DESCRIPTION</b>	<b>For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> and the Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use <b>Google Chrome to access Transnet link</b>) <b>FREE OF CHARGE.</b></b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>TNPA – HR/Procurement boardroom at 34 South arm Road, Cape Town, 8001, on the 25 March 2024, at 10:00am [10 O’clock]</b> for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p>
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	<p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"> <li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li> <li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li> <li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li> <li>• All forms of firearms are prohibited on Transnet properties and premises.</li> <li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li> </ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01 Certificate of attendance at ` Compulsory Tender Clarification Meeting</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2-02 to the Compulsory Tender Clarification Meeting to be signed by the Employer’s Representative.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<p><b>CLOSING DATE</b></p>	<p><b>16:00 on 05 April 2024</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. <b>If a tender is late, it will not be accepted for consideration.</b></p>

**2. TENDER SUBMISSION**

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

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

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

- Click on “ADVERTISED TENDERS” to view advertised tenders;

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

### **3. CONFIDENTIALITY**

All information related to this RFQ 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:

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- 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 RFQ 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 T2.2-16], [**Breach of Law**] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.



## TRANSNET NATIONAL PORTS AUTHORITY (TNPA)

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

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

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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



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## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is <b>Transnet SOC Ltd (Reg No. 1990/000900/30)</b>
C.1.2	The tender documents issued by the <i>Employer</i> comprise: <ul style="list-style-type: none"> <li><b>Part T: The Tender</b> <ul style="list-style-type: none"> <li>Part T1: Tendering procedures                             <ul style="list-style-type: none"> <li>T1.1 Tender notice and invitation to tender</li> <li>T1.2 Tender data</li> </ul> </li> <li>Part T2: Returnable documents                             <ul style="list-style-type: none"> <li>T2.1 List of returnable documents</li> <li>T2.2 Returnable schedules</li> </ul> </li> </ul> </li> <li><b>Part C: The contract</b> <ul style="list-style-type: none"> <li>Part C1: Agreements and contract data                             <ul style="list-style-type: none"> <li>C1.1 Form of offer and acceptance</li> <li>C1.2 Contract data (Part 1 &amp; 2)</li> <li>C1.3 Form of Securities</li> </ul> </li> <li>Part C2: Pricing data                             <ul style="list-style-type: none"> <li>C2.1 Pricing Instructions</li> <li>C2.2 Pricing Schedule</li> </ul> </li> <li>Part C3: Scope of work                             <ul style="list-style-type: none"> <li>C3.1 Scope</li> </ul> </li> </ul> </li> </ul>

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	Part C4: Site information	C4.1 Site information
C.1.4	The Employer’s agent is:	Procurement Officer
	Name:	Taetsi Matlhong
	Address:	TNPA – HR/Procurement boardroom at 34 South arm Road, Cape Town, 8001.
	E – mail	<a href="mailto:Taetsi.matlhong@transnet.net">Taetsi.matlhong@transnet.net</a>

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

**1. Stage One - Test for Responsiveness**

**Step One: Test for Administrative Responsiveness**

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFQ Reference
• Whether the Bid has been lodged on time	
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Part T2</i>
• Verify the validity of all returnable documents	<i>Part T2</i>
• Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

**Step Two: Test For Substantive Responsiveness To RFQ**

The test for substantive responsiveness to this RFQ will include the following:

Check for substantive responsiveness	RFQ Reference
• Whether any general and legislation qualification criteria set by Transnet, have been met.	<i>All sections</i>
• Whether the Bid contains a priced offer	<i>C2.2 Pricing Schedule</i>
• Whether the Bid materially complies with the scope and/or specification given	<i>Part C3</i>
• Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: <b>T2.2-01 Certificate of Attendance at Tender Clarification Meeting</b>	<i>T2.2-01</i>

***The test for substantive responsiveness [Step Two] must be passed for a Respondent’s proposal to progress to Step Three for further evaluation.***

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**2. Stage Two - Eligibility with regards to attendance at the compulsory clarification meeting:**

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

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

**3. Stage Three - Functionality:**

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **60.00 points**.

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

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

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

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

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C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- **The Tender Number:**  
TNPA/2024/01/0010/52931/RFQ
- **The Tender Description**  
FOR THE PROVISION OF TOPOGRAPHIC SURVEY SERVICES FOR THE UPGRADE OF ROADS AND

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SERVICES FOR TRANSNET NATIONAL PORTS AUTHORITY (TNPA), AT THE PORT OF CAPE TOWN FOR A PERIOD OF SIX (6) MONTHS.

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

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: **16:00pm** on the **29 March 2024**  
Location: The Transnet e-Tender Submission Portal:  
(<https://transnetetenders.azurewebsites.net>)

**NO LATE TENDERS WILL BE ACCEPTED**

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

C.2.23 The tenderer is required to submit with his tender:

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership, in line with the code of good practice, more together with the tender;
3. Proof of registration on the Central Supplier Database;

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

C3.11 The minimum number of evaluation points for functionality is: **60.00**

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

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

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**Functionality Criteria**

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

<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Sub-criteria points</b>	<b>Maximum number of points</b>
<p><b>T2.2-02: Evaluation Schedule: Programme</b></p> <p><i>The Tenderer provides the proposed programme and/or makes reference to his proposed programme and electronic programme developed using a scheduling software tool.</i></p>	<p>Starting date and completion date are stated, with the total overall duration of programme not exceeding 16 weeks.</p>	5 Points	<b>15 Points</b>
	<ul style="list-style-type: none"> <li>• Key Dates</li> <li>• Access Dates</li> <li>• Predecessors and Successors</li> <li>• Duration of Activities</li> <li>• Critical Path</li> <li>• Flot</li> <li>• Time Risk Allowance</li> </ul>	10 Points	
<p><b>T2.2-03: Evaluation Schedule: Project Organogram, Management &amp; CV's</b></p> <p><i>- The Tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service. A project specific organogram is required to be submitted as part of this returnable schedule, clearly</i></p>	Organogram	5 Points	<b>25 Points</b>
	Professional Land Surveyor	15 Points	

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<p><i>showing the resources that will be provided by the service provider to execute the works. The organogram is to include the names of the personnel, and the attached CV's will be used in evaluation.</i></p>	<p>Remote Pilot License Certified Drone Operator</p>	<p>5 points</p>	
<p><b>T2.2-04: Evaluation Schedule: Quality Management</b></p> <p><i>- General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements</i></p>	<p>Quality Control Plan (QCP's)</p>	<p>5 Points</p>	<p><b>5 Points</b></p>
<p><b>T2.2-05: Evaluation Schedule: Health and Safety Requirements</b></p> <p><i>- The scoring of the Tenderer's Health and safety requirements will be as follows:</i></p>	<p>Company Health &amp; Safety Policy signed and dated by the Director/ Chief Executive Officer (CEO).</p>	<p>1 Point</p>	<p><b>10 Points</b></p>
<p>Roles and responsibilities of legal appointees in terms of OHSA 85 of 1993 and its Regulations including CV &amp; Qualifications, where applicable.</p>	<p>2 Points</p>		
<p>Project specific Health and Safety Plan in line with Project Health &amp; Safety Specification. Health and Safety Management Plan must include the following minimum requirements</p>	<p>2 Points</p>		

	<p>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 and must be in line with the Scope of Work (SoW).</p>	3 Points	
	<p>Complete and return with tender documentation the Contractor Safety Questionnaire included as a returnable, attach all required supporting documents.</p>	2 Points	
<p><b>T2.2-06: Evaluation Schedule: Previous Experience</b> <i>Bidder must populate a table listing similar projects and scale covering the Company Experience in conducting Topographical surveys</i></p>	<p>Company experience in delivering the same or similar sized projects. Tenderer to submit signed or stamped completion or reference letter</p>	20 Points	<b>20 Points</b>
<p><b>T2.2-07: Evaluation Schedule: Method Statement</b> <i>Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project.</i></p>	<p>Detailed method statement explaining the execution method and sequence of all aspects of the works.</p>	4 Points	<b>25 Points</b>
	<p>Method statement should outline all office-based research, planning, permits and approvals required prior to commencing with site-based activities.</p>	3 Points	
	<p>Method statement should outline the procedure for identifying and establishing control points (both new and existing) and fixing these to the correct coordinate system.</p>	3 Points	

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	Method statement should explain the procedure for executing ground survey (fieldwork).	3 Points	
	Method statement should explain the post-site data acquisition processing.	3 Points	
	Method statement should outline the quality control process for various key stages of executing the works.	3 Points	
	Method statement should explain the process for identifying underground services (cover level, invert level, route).	3 Points	
	Method statement should outline the traffic accommodation procedure for road surveys.	3 Points	
<b>Minimum possible score for Functionality</b>			<b>60.00</b>
<b>Maximum possible score for Functionality</b>			<b>100.00</b>

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

- T2.2-02 Programme
- T2.2-03 Project Organogram, Management & CVs of Key Persons
- T2.2-04 Quality Management
- T2.2-05 Health and Safety Requirements
- T2.2-06 Previous Experience
- T2.2-07 Method Statement



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

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

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

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C.3.11. **4. Stage Four – Specific Goals**

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.

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,

Thresholds	Minimum Threshold
Technical / functionality	60.00

Evaluation Criteria	Final Weighted Scores
Price offered	80
Specific goals - Scorecard	20
<b>TOTAL SCORE:</b>	<b>100</b>

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

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

Selected Specific Goal	Number of points allocated (80/20)
B-BBEE Level of contributor (1 or 2)	5
+50% Black Youth Owned Entities	5
30% Black women Owned entities	5
Entities Owned by People with Disability (PWD)	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor’s note confirming the disability and/or Employment Equity Act 1(EEA1) form.

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
B-BBEE Level of contributor (1 or 2) – (5)	
+50% Black Youth Owned Entities – (5)	
30% Black women Owned entities – (5)	
Entities Owned by People with Disability (PWD) – (5)	
Non-Compliant and/or B-BBEE Level 3-8 contributors - (0)	
Total points for Price and Specific Goals must not exceed	100

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

**C.3.13 5. Stage Five – Commercial, Financial Analysis and Probity Checks**

**Evaluations:**

These evaluations will be conducted on Tenderers that have qualified on all stages of evaluations

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.

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Tender offers will not be accepted if:

- a) Tenderer(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
  - There is clear, uncontrived and/or overwhelming evidence and/or facts that the tenderer has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-18);
  - The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
  - Unless the appointment of the tenderer would result in a negative impact on Transnet's Return on Investment.
- b) It is necessary to rotate Suppliers to promote opportunities for other suppliers,

in circumstances where the tenderer has been awarded business previously and the award of the tender will result in inequitable allocation of business.

- The tenderer or its members, directors, partners:
- Is under restrictions as contemplated in the Integrity Pact (T2.2-18)
- Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- in relation to the proposed contract, a due diligence exercise to validate the tenderer's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- Has no legal capacity to enter into the contract;
- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- does not comply with the legal requirements, if any, stated in the tender data; and
- is not able to perform the contract free of conflicts of interests) has the legal capacity to enter into the contract,

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

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Part T2:  
Returnable  
Documents

## T2.1 List of Returnable Documents

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

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

### 2.1.2 Stage Two – Functionality: these schedules will be utilised for evaluation purposes:

T2.2-02 **Evaluation Schedule:** Programme

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

T2.2-04 **Evaluation Schedule:** Quality Management

T2.2-05 **Evaluation Schedule:** Health and Safety Management

T2.2-06 **Evaluation Schedule:** Previous experience

T2.2-07 **Evaluation Schedule:** Method Statement

### 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 ANNEX G Compulsory Enterprise Questionnaire

Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

#### Agreement and Commitment by Tenderer:

T2.2-14 Non-Disclosure Agreement

T2.2-15 RFQ Declaration Form

T2.2-16 RFQ – Breach of Law

T2.2-17 Certificate of Acquaintance with Tender Document

T2.2-18 Service Provider Integrity Pact

T2.2-19 Supplier Code of Conduct

**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)****Tender Number:** TNPA/2024/01/0010/52931/RFQ**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

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**1.3.2 Bonds/Guarantees/Financial/Insurance:**

T2.2-20 Three (3) years audited financial statements.

**2.2 C1.1 Offer portion of Form of Offer & Acceptance****2.3 C1.2 Contract Data****2.4 C2.1 Pricing Instructions (Activity Schedule)****2.5 C2.2 Activity Schedule**





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

This is to certify that.

(Company Name or member of a Joint Venture)

.....

Represented  
By:

(Name and Surname)

.....

Was represented at the compulsory tender clarification meeting

Held at:	<b>Transnet National Ports Authority, Procurement Boardroom, 34 South Arm Road, Port of Cape, 8001</b>	
On (date)	25 March 2024	<b>Starting time: 10h00 am</b>

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

Name

Signature

.....

.....

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

Date

.....

.....

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

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## T2.2-02: Evaluation Schedule: Programme – (Points = 15)

### Note to tenderers:

The Tenderer provides the proposed programme and/or makes reference to his proposed programme and electronic programme developed using a scheduling software tool.

#### ▪ Ability to provide the services:

Ability to provide the services in terms of the *Employer's* requirements within the required timeframe indicating, in a logical sequence, the order and timing of the services that will take place in order to Provide the Works clearly indicating the capacity & capability to achieve the dates stated in the Contract Data.

#### ▪ Provision of Dates:

The *Contractor* clearly indicates in the schedule all key milestones, activities & information related to the following –

- Float,
- Time Risk Allowances,
- Health and safety requirements,
- Procedures set out in this contract,
- Work by the *Employer* and Others,
- Access to a part of the site if later than its *access date*,
- Acceptances,
- Plant & Materials and other things to be provided by the employer,
- Information by Others,
- *starting date, access dates, Key Dates and Completion Date*
- planned Completion for each Key Date for each option and the complete works

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

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▪ **Resourcing & Equipment:**

The *Tenderer indicates* for each operation, a statement of how the *Tenderer* plans to do the work identifying the principal Equipment and other resources which he plans to use.

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

- 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
- Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes
- Level 4 Project Schedule – detailed discipline speciality level developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline

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The Tenderer must demonstrate the facility meets the minimum requirement.	Total 15	<i>The tenderer shall demonstrate the following:</i>					
		No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
		(0)	(20)	(40)	(60)	(80)	(100)
Starting date and completion date are stated, with the total overall duration of programme not exceeding 16 weeks.	5	No Response or Starting date and completion date not shown	Starting date and completion date with <b>total overall duration that is more than 20 weeks</b> or submitted	Starting date and completion date with <b>total overall duration that is more than 16 weeks but less than 20 weeks = 40</b>	Starting date and completion date, the <b>total overall duration is 18 weeks = 60</b>	Starting date and completion date with the <b>total overall duration that is 17 weeks = 80</b>	Starting date and completion date with <b>total overall duration that is 16 weeks or less = 100</b>
<ul style="list-style-type: none"> <li>Key Dates</li> <li>Access Dates</li> <li>Predecessors and Successors</li> <li>Duration of Activities</li> <li>Critical Path</li> <li>Flot</li> <li>Time Risk Allowance</li> </ul>	10	No response or programme does <b>not link activities using CPM = 0</b>	Insufficient response. <b>Only 1 item</b> has been responded to.	Poor response. <b>Only 2 items</b> have been responded to.	Only <b>5 items</b> have been responded to. Item 1 to Item 5 are compulsory. (Key dates, Access dates, Predecessor and successors, Duration of Activities, Critical path).	Only <b>6 items</b> have been responded to. Item 1 to Item 5 are compulsory. (Key dates, Access dates, Predecessor and successors, Duration of Activities, Critical path).	<b>All 7 items</b> have been responded to. (Key dates, Access dates, Predecessor and successors, Duration of Activities, Critical path).

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## T2.2-03: Evaluation Schedule: Management & CVs of Key persons

### – (Points = 25)

#### Note to tenderers:

The Tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service. A project specific organogram is required to be submitted as part of this returnable schedule, clearly showing the resources that will be provided by the service provider to execute the works. The organogram is to include the names of the personnel, and the attached CV's will be used in evaluation.

Submit the following documents as a minimum with your tender documentation;

1. An organisational chart (organogram) showing on-site and offsite management **(1 Point)**
2. Comprehensive CV's should be attached to this schedule. As a minimum each CV should address the following, but not limited to;
  - i. Personal particulars
    - a. Name
    - b. Place (s) of tertiary education and dates associated therewith
    - c. Professional Registration/ Department of Labour
  - ii. Qualifications
  - iii. Name of current employer and position in enterprise
  - iv. Overview of post graduate experience (year, organization and position)
  - v. Outline of recent assignments / experience that has a **bearing on the Scope of Works**
3. Details of the experience of the staff who will be working on the works with respect to:
  - Working with NEC 3 Engineering and construction contract option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful, copies of relevant training/qualifications to be provided.
4. Key personnel for the Execution of the project shall include at least, amongst others:
  - a) Professional Land Surveyor (15 Points)**
  - b) Remote Pilot Licence Certified Drone Operator (5 Points)**

The table below will be used as guidelines for scoring / evaluating the Management & CVs of Key persons submitted by the Tenderer:



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	<b>No response</b>	<b>Poor</b>	<b>Less Than Acceptable</b>	<b>Acceptable response to the particular aspect</b>	<b>Above acceptable real understanding</b>	<b>Excellent Response</b>
<b>Score</b>	<b>(0)</b>	<b>(20)</b>	<b>(40)</b>	<b>(60)</b>	<b>(80)</b>	<b>(100)</b>
<b>Organogram (5 Point)</b>		Insufficient response. Only 1 item has been responded to. (Project Role, Reporting Lines, Registration Body, Years of Experience, Qualifications)	Poor response. Only 2 items have been responded to. (Project Role, Reporting Lines, Registration Body, Years of Experience, Qualifications)	Satisfactory response. Only 3 items have been responded to. However, Item 1 & Item 2 are compulsory. (Project role and Reporting lines).	Good response. Only 4 items have been responded to. However, Item 1 & Item 2 are compulsory. (Project role and Reporting lines).	Excellent response. All 5 items have been responded to. However, Item 1 & Item 2 are compulsory. (Project role and Reporting lines).
<b>Professional Land Surveyor (15 Points)</b>	Failed to provide information. No response.	Professional Land Surveyor (PrLS). 0 - 2 years' experience post registration.	Professional Land Surveyor (PrLS). 2 - 5 years' experience post registration.	Professional Land Surveyor (PrLS). 5 - 7 years' experience post registration.	Professional Land Surveyor (PrLS). 7 - 10 years' experience post registration.	Professional Land Surveyor (PrLS). More than 10 years' experience post registration.
<b>Remote Pilot License Certified Drone Operator (5 Points)</b>		Remote Pilot License certified drone Operator. 0 - 2 years' experience post certification.	Remote Pilot License certified drone Operator. 2 - 5 years' experience post certification.	60 = Remote Pilot License certified drone Operator. 5 - 7 years' experience post certification.	80 = Remote Pilot License certified drone Operator. 7 - 10 years' experience post certification.	100 = Remote Pilot License certified drone Operator. More than 10 years' experience post certification.

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

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## **T2.2-04: Evaluation Schedule: Quality Management (Points = 5)**

Due consideration must be given to the deliverables required to execute and complete the contract as per the Quality Management Standard TNPA-QUAL-REQ-14.1 - General Quality Requirements for Contractors and Suppliers and ISO 9001:2015 QMS requirements and should include but not be limited to:

1. Quality Manual that is aligned to ISO 9001:2015 QMS requirements.
2. Quality Policy that is aligned to ISO 9001:2015 requirements
3. Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers.
4. Quality Officer with a Quality diploma / Technical diploma with ISO 9001:2015 Quality Management System certificates, MUST have a minimum of 2 years' experience in similar projects.
5. Quality Control Plan MUST cover all Engineering disciplines (Electrical, Civil and Structural Engineering Works and Corrosion Protection) and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.

The scoring will be as follows:

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<b>Points</b>	<b>Quality Control Plan (QCP's) (5 Points)</b>
<b>Score (0)</b>	No QCPs submitted.
<b>Score (20)</b>	Quality Control Plan contains 1 of the 5 QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
<b>Score (40)</b>	Quality Control Plan contains 2 of the 5 QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
<b>Score (60)</b>	Quality Control Plan contains 3 of the 5 QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
<b>Score (80)</b>	Quality Control Plan contains 4 of the 5 QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
<b>Score (100)</b>	Quality Control Plan contains all 5 of the QCP requirements. 1.Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories

**Attached submissions to this schedule:**

.....

.....

.....

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



**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

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## **T2.2-05: Evaluation Schedule: Health and Safety Requirements – (Points = 10)**

1. Submit the following documents as a minimum with your tender:
  - Company Health and Safety Policy signed and dated by Director/ Chief Executive Officer (CEO). Indicating as minim the following five elements: **(1)**
    - Commitment to safety and prevention of pollution
    - Continual improvement
    - compliance to legal requirements
    - Legal & Other requirement, appropriate to the nature of the contractor's activities
    - Hold management accountable for the development of safety systems
    - Include objectives and targets
  
2. Roles and Responsibilities of legal appointees' in terms of OSHA 85 of 1993 and its Regulations, below are the key legal appointees: **(2)**
  - Sec. 16(2) – Delegated Authority (Ass. CEO)
  - CR 8(1) – Construction Manager Registered with SACPCMP
  - CR 8(2) – Assistant Construction Manager
  - CR 8(5) – Construction Safety Officer Registered with SACPCMP
  - CR 8(7) – Construction Supervisor
  
3. Project specific Health and Safety Plan in line with Project Health & Safety Specification. Health and Safety Management Plan must include the following minimum requirements but not limited to: **(2)**
  - a. Roles and responsibilities
  - b. Risk assessment plan
  - c. health and safety training
  - d. health and safety inspection & audits
  - e. emergency preparedness and response
  - f. personal protective equipment
  - g. fall protection and rescue plan
  - h. incident management and reporting
  - i. plant, machinery and equipment
  - j. occupational health and hygiene

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4. 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 and must be in line with the Scope of Work (SoW). - **(3)**

- survey assessment
- working near water,
- working at heights,
- working in operational areas
- transportation of materials and employees.

5. Complete and return with tender documentation the Contractor Safety Questionnaire included as a returnable, attach all required supporting documents. **(2)**

- Letter of good standing
- Safety induction orientation booklet or similar
- Valid ISO 45001:2018 Certification
- Previously H&S Recognition Certificate

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

<b>Points (10)</b>	<b>Item 1 (1 point)</b>	<b>Item 2 (2 points)</b>	<b>Item 3 (2 points)</b>	<b>Item 4 (3 points)</b>	<b>Item 5 (2 points)</b>
CRITERIA	<p>Company Health &amp; Safety Policy signed and dated by the Director/ Chief Executive Officer (CEO). Indicating as minimum the following five elements.</p> <ul style="list-style-type: none"> <li>i. Commitment to Safety, prevention of pollution,</li> <li>ii. Continual improvement,</li> <li>iii. Compliance to legal requirements, appropriate to the nature of contractor’s activities,</li> <li>iv. Hold management accountable for development of the safety systems</li> <li>v. Include objectives and targets.</li> </ul>	<p>Roles and responsibilities of legal appointees in terms of OHSA 85 of 1993 and its Regulations including CV &amp; Qualifications, where applicable.</p> <ul style="list-style-type: none"> <li>i. S16.2 Assistant to CEO,</li> <li>ii. CR8.1 Construction Manager Registered SACPCMP,</li> <li>iii. CR8.2 Assistant Construction Manager,</li> <li>iv. CR8.5 Construction Health &amp; Safety Officer Registered SACPCMP,</li> <li>v. CR8.7 Construction Supervisor,</li> </ul>	<p>Project specific Health and Safety Plan in line with Project Health &amp; Safety Specification. Health and Safety Management Plan must include the following minimum requirements but not limited to:</p> <ul style="list-style-type: none"> <li>i. Roles and Responsibilities</li> <li>ii. Risk Assessment Plan</li> <li>iii. Health and Safety Training</li> <li>iv. Health and Safety Inspection &amp; Audits</li> <li>v. Emergency Preparedness and response</li> <li>vi. Personal Protective Equipment (PPE)</li> <li>vii. Fall Protection and Rescue Plan</li> <li>viii. Incident Management and Reporting</li> <li>ix. Plant, Machinery and Equipment’s</li> <li>x. Occupational Health and Hygiene</li> </ul>	<p>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 and must be in line with the Scope of Work (SoW).</p> <ul style="list-style-type: none"> <li>i. Survey Risk Assessment.</li> <li>ii. Working near water.</li> <li>iii. Working at Heights.</li> <li>iv. Working in Operational Area.</li> <li>v. Transportation of materials and employees.</li> </ul>	<p>Complete and return with tender documentation the Contractor Safety Questionnaire included as a returnable, attach all required supporting documents.</p> <ul style="list-style-type: none"> <li>i. Letter of Good Standing.</li> <li>ii. Safety Induction/ orientation booklet or similar.</li> <li>ii. Valid ISO 45001: 2018 Certification.</li> <li>iv. Previously H&amp;S Recognition Certificate.</li> </ul>

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<b>Score 0</b>	<b>Failed to provide information. No response.</b>				
<b>Score 20</b>	The Tenderer has submitted signed and dated H&S Policy and addressed <b>one (1)</b> element for the Company Health and Safety Policy.	The Tenderer has submitted <b>one (1)</b> role and responsibilities of legal appointees in terms of OHS Act, 85 of 1993 and Regulations.	The tenderer has submitted project specific H&S Plan including <b>three (3)-four (4)</b> stated employer's requirements	Risk assessment methodology is provided with the risk assessment. <b>One (1)</b> major activity are provided in task-based risk assessment and are aligned to the project.	Health and Safety questionnaire is fully completed, and no supporting documents attached.
<b>Score 40</b>	The Tenderer has submitted signed and dated H&S Policy and addressed <b>two (2)</b> elements for the Company Health and Safety Policy.	The Tenderer has submitted <b>two (2)</b> roles and responsibilities of legal appointees in terms of OHS Act, 85 of 1993 and Regulations.	The tenderer has submitted project specific H&S Plan including five <b>(5)- six (6)</b> stated employer's requirements	Risk assessment methodology is provided with the risk assessment. <b>Two (2)</b> major activities are provided in task-based risk assessment and are aligned to the project.	Health and Safety questionnaire is completed and <b>one (1)</b> supporting documents is attached.
<b>Score 60</b>	The Tenderer has submitted signed and dated H&S Policy and addressed <b>three (3)</b> elements for the Company Health and Safety Policy.	The Tenderer has submitted <b>three (3)</b> roles and responsibilities of legal appointees in terms of OHS Act, 85 of 1993 and Regulations.	The tenderer has submitted project specific H&S Plan including seven <b>(7)- nine (9)</b> stated employer's requirements	Risk assessment methodology is provided with the risk assessment. <b>Three (3)</b> major activities are provided in task-based risk assessment and are aligned to the project..	Health and Safety questionnaire is completed and <b>two (2)</b> supporting documents is attached.

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<p><b>Score 80</b></p>	<p>The Tenderer has submitted signed and dated H&amp;S Policy and addressed <b>four (4)</b> elements for the Company Health and Safety Policy.</p>	<p>The Tenderer has submitted <b>four (4)</b> roles and responsibilities of legal appointees in terms of OHS Act, 85 of 1993 and Regulations.</p>	<p>The tenderer has submitted project specific H&amp;S Plan including <b>ten (10)</b> stated employer’s requirements</p>	<p>Risk assessment methodology is provided with the risk assessment. <b>Four (4)</b> major activities are provided in task-based risk assessment and are aligned to the project.</p>	<p>Health and Safety questionnaire is completed and <b>three (3)</b> supporting documents is attached.</p>
<p><b>Score 100</b></p>	<p>The Tenderer has submitted signed and dated H&amp;S Policy and addressed <b>five (5)</b> elements for the Company Health and Safety Policy..</p>	<p>The Tenderer has submitted <b>five (5)</b> roles and responsibilities of legal appointees in terms of OHS Act, 85 of 1993 and Regulations.</p>	<p>The tenderer has submitted project specific H&amp;S Plan including all <b>ten (10)</b> stated employer’s requirements and other additional requirements.</p>	<p>Risk assessment methodology is provided with the risk assessment. <b>Five (5)</b> major activities are provided in task-based risk assessment and are aligned to the project.</p>	<p>Health and Safety questionnaire is completed and <b>four (4)</b> supporting documents is attached.</p>

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## **T2.2-06: Evaluation Schedule: Previous Experience - (Points = 20)**

**Note to tenderers:**

Bidder must populate a table listing similar projects and scale covering the Company Experience in conducting Topographical surveys. The list must include the following requirements:

1. Project name
2. Project description
3. Project value
4. Responsibility
5. Location of the works and status of the project.
6. Contact details of the client

**Please provide your previous experience showing but not limited to the following:**

**A) Topographical Surveys (20 Points):**

- Company experience in delivering the same or similar sized projects. Tenderer to submit signed or stamped completion or reference letter.

The information should as a *minimum* be as per example below:

	<b>Project Name</b>	<b>Project Description &amp; Scope</b>	<b>Contact Duration</b>	<b>Client Name</b>	<b>Contact Details (cell, tel, email etc)</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>5</b>					
<b>6</b>					

Bidder must submit signed or stamped reference letters from clients on their letterheads and must confirm the work performed with specific reference to the project, company involvement covering topographical surveys, executed over the last five (5) years.

<p><b>Score 0</b></p>	<p>The Tenderer failed to address the question / issue. Has not submitted the required information. Previous experience does not relate to the scope of works.</p> <p>No Submission</p> <p>Has not provided a list and signed or stamped reference letter to substantiate experience indicated (Client name and contact details, project description, duration and contract value)</p>
<p><b>Score 20</b></p>	<p>The Tenderer’s previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in one (1) project relating to the scope of works.</p> <p>The tenderer has limited evidence of previous experience.</p>
<p><b>Score 40</b></p>	<p>The Tenderer’s previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value and references. Tenderers generally have experience in TWO (2) projects relating to scope of <i>works</i>.</p>
<p><b>Score 60</b></p>	<p>The Tenderer’s previous experience presented demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in THREE (3) projects relating to the scope of works. The tenderer has reasonable and relevant previous experience to the particular requirements of the <i>works</i>.</p>
<p><b>Score 80</b></p>	<p>The Tenderer’s previous experience presented demonstrates a real understanding and substantial evidence of the ability meet the stated project requirements. Tenderers generally have experience in FOUR (4) projects relating to the scope of <i>works</i>. The tenderer has extensive previous experience in relation to the <i>works</i>.</p>
<p><b>Score 100</b></p>	<p>The Tenderer’s previous experience presented demonstrates real confidence extensive understanding in all of the categories as required. Tenderers generally have experience in <b>more</b> than FOUR (4) projects relating to the scope of works. The tenderer has comprehensive previous experience in projects of a similar nature.</p>

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

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## **T2.2-07: Evaluation Schedule: Method Statement – (Points = 25)**

### **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 project specific method statement is required explaining the execution method and sequence of all aspects of work. (4 Points)
- Method statement should outline all office-based research, planning, permits and approvals required prior to commencing with site-based activities. (3 Points)
- Method statement should outline the procedure for identifying and establishing control points (both new and existing) and fixing these to the correct coordinate system. (3 Points)
- Method statement should explain the procedure for executing ground survey (fieldwork). (3 Points)
- Method statement should explain the post-site data acquisition processing. (3 points)
- Method statement should outline the quality control process for various key stages of executing the works. (3 Points)
- Method statement should explain the process for identifying underground services (cover level, invert level, route). (3 points)
- Method statement should outline the traffic accommodation procedure for road surveys. (3 points)

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



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	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
<b>Detailed method statement explaining the execution method and sequence of all aspects of the works. (4 Points)</b>	Failed to provide information. No response.	Information supplied is totally insignificant / inadequate to achieve the required standard of service.	Response/answer/solution lacks convincing evidence, unlikely that the employer's requirements will not be met.	Response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.	Response/answer/solution which demonstrates real understanding and evidence of ability to meet stated employer's requirements.	Excellent response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.
<b>Method statement should outline all office-based research, planning, permits and approvals required prior to commencing with site-based activities. (3 Points)</b>	Failed to provide information. No response.	Information supplied is totally insignificant / inadequate to achieve the required standard of service.	Response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.	Response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.	Response/answer/solution which demonstrates real understanding and evidence of ability to meet stated employer's requirements.	Response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.
<b>Method statement should outline the procedure for identifying and establishing control points (both new and existing) and fixing these to the correct</b>		Information supplied is insignificant / inadequate to achieve the required standard of service.	Response/ answer/ solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated employer's requirements.	Excellent response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.

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<b>coordinate system. (3 Points)</b>						
<b>Method statement should explain the procedure for executing ground survey (fieldwork). (3 Points)</b>		Information supplied is totally insignificant / inadequate to achieve the required standard of service.	Response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.	Response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.	Response/answer/solution which demonstrates real understanding and evidence of ability to meet stated employer's requirements.	Excellent response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.
<b>Method statement should explain the post-site data acquisition processing. (3 points)</b>	Failed to provide information. No response.	Information supplied is totally insignificant / inadequate to achieve the required standard of service.	Poor response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.	Satisfactory response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.	Good response/answer/solution which demonstrates real understanding and evidence of ability to meet stated employer's requirements.	Excellent response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.
<b>Method statement should outline the quality control process for various key stages of executing the works. (3 Points)</b>	Failed to provide information. No response.	Information supplied is totally insignificant / inadequate to achieve the required standard of service.	Response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.	Response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.	Response/answer/solution which demonstrates real understanding and evidence of ability to meet stated employer's requirements.	Response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.

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<p><b>Method statement should explain the process for identifying underground services (cover level, invert level, route). (3 points).</b></p>	<p>Failed to provide information. No response.</p>	<p>Information supplied is totally insignificant / inadequate to achieve the required standard of service.</p>	<p>Response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.</p>	<p>Response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.</p>	<p>Response/answer/solution which demonstrates real understanding and evidence of ability to meet stated employer's requirements.</p>	<p>Response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.</p>
<p><b>Method statement should outline the traffic accommodation procedure for road surveys. (3 points)</b></p>	<p>Failed to provide information. No response.</p>	<p>Information supplied is totally insignificant / inadequate to achieve the required standard of service.</p>	<p>Response/answer/solution lacks convincing evidence, medium risk that stated employer's requirements will not be met.</p>	<p>Response/answer/solution to the particular aspect of the requirement, evidence given that the stated employer's requirements will be met.</p>	<p>Response/answer/solution which demonstrates real understanding and evidence of ability to meet stated employer's requirements.</p>	<p>Excellent response/answer/solution gives real confidence that the tenderer is most likely to ensure compliance with stated employer's requirements.</p>



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## 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



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**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.

<b>Name</b>	<b>Address</b>	<b>Signature</b>	<b>Date</b>

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



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**C. Certificate for Joint Venture**

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

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

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

<b>Name of firm</b>	<b>Address</b>	<b>Authorising signature, name (in caps) and capacity</b>



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**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

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## **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:

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





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## **T2.2-10 Letter/s of Good Standing with the Workmen's Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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

**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)**



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**T2.2-13 : ANNEX G Compulsory Enterprise Questionnaire**

The following particulars hereunder must be furnished.

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

**Section 1: Name of enterprise:** \_\_\_\_\_

**Section 2: VAT registration number, if any:** \_\_\_\_\_

**Section 3: CIDB registration number, if any:** \_\_\_\_\_

**Section 4: CSD number:** \_\_\_\_\_

**Section 5: Particulars of sole proprietors and partners in partnerships**

Name	Identity number	Personal income tax number

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

**Section 6: Particulars of companies and close corporations**

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

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

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

**The attached SBD 6 must be completed for each tender and be attached as a requirement.**



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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

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**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); and

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

<b>Selected Specific Goal</b>	<b>Number of points allocated (80/20)</b>
B-BBEE Level of contributor (1 or 2)	5
+50% Black Youth Owned Entities	5
30% Black women Owned entities	5
Entities Owned by People with Disability (PWD)	5
Non-Compliant and/or B-BBEE Level 3-8 contributors	0

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

- 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-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.



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### 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:

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

Specific Goals	Acceptable Evidence
B-BBEE	B-BBEE Certificate / Sworn-Affidavit B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
30% Black Women Owned Entities	B-BBEE Certificate / Sworn-Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidate scorecard will be accept) as per DTIC guidelines
50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability and/or Employment Equity Act 1(EEA1) form.

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The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
B-BBEE Level of contributor (1 or 2) – (5)	
+50% Black Youth Owned Entities – (5)	
30% Black women Owned entities – (5)	
Entities Owned by People with Disability (PWD) – (5)	
Non-Compliant and/or B-BBEE Level 3-8 contributors - (0)	100
Total points for Price and Specific Goals must not exceed	

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

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

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

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



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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

( ***Tick applicable box*** )

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

7.1.1 If yes, indicate:

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





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

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

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

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p>
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**BIDDER’S DISCLOSURE**



**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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



Tender Number: TNPA/2024/01/0010/52931/RFQ

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.....

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

2.3.1 If so, furnish particulars:

.....  
.....

3 DECLARATION

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

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

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



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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





Tender Number: TNPA/2024/01/0010/52931/RFQ

Description of the Services: For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

## T2.2-14 NON-DISCLOSURE AGREEMENT

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

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

### TRANSNET SOC LTD

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

and

.....  
..

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

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

### WHEREAS

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

### IT IS HEREBY AGREED

#### 1. INTERPRETATION

In this Agreement:

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

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

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

## **2. CONFIDENTIAL INFORMATION**

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

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- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause **Error! Reference source not found.** 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 **Error! Reference source not found.** above.

### **4. ANNOUNCEMENTS**

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

### **5. DURATION**

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



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**6. PRINCIPAL**

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

**7. ADEQUACY OF DAMAGES**

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

**8. PRIVACY AND DATA PROTECTION**

8.1 The Receiving Party undertakes to comply with South Africa’s general privacy protection in terms Section 14 of the Bill of Rights in connection with this Tender and shall procure that its personnel shall observe the provisions of such Act [as applicable] or any amendments and re-enactments thereof and any regulations made pursuant thereto.

8.2 The Receiving Party warrants that it and its Agents have the appropriate technical and organisational measures in place against unauthorised or unlawful processing of data relating to the Tender and against accidental loss or destruction of, or damage to such data held or processed by them.

**9. GENERAL**

9.1 Neither party may assign the benefit of this Agreement, or any interest hereunder, except with the prior written consent of the other, save that Transnet may assign this Agreement at any time to any member of the Transnet Group.

9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.

9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.

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

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

Signed

Date

Name

Position



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Tenderer

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**T2.2-15: RFQ 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]*



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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 T2.2-18 "Service Provider Integrity Pact".

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

**IMPORTANT NOTICE TO TENDERERS**

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet’s Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet’s website [www.transnet.net](http://www.transnet.net).

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



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## **T2.2-16: 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

## **T2.2-17 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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

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- 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\_\_\_\_

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**SIGNATURE OF TENDERER**



## **T2.2-18 Service Provider Integrity Pact**

**Important Note: All potential tenderers must read this document and certify in the RFQ 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")

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## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

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

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party related to the contract in exchange for an advantage in the tendering process, Tender evaluation, contracting or implementation process related to any contract.

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

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

- 3.1 Transnet has a '**Zero Gifts**' Policy. No employee is allowed to accept gifts, favours or benefits.
  - a) Transnet officials and employees **shall not** solicit, give or accept, or from agreeing to solicit, give, accept or receive directly or indirectly, any gift, gratuity, favour, entertainment, loan, or anything of monetary value, from any person or juridical entities in the course of official duties or in connection with any operation being managed by, or any transaction which may be affected by the functions of their office.
  - b) Transnet officials and employees **shall not** solicit or accept gifts of any kind, from vendors, suppliers, customers, potential employees, potential vendors, and suppliers, or any other individual or organisation irrespective of the value.
  - c) Under **no circumstances** should gifts, business courtesies or hospitality packages be accepted from or given to prospective suppliers participating in a tender process at the respective employee's Operating Division, regardless of retail value.
  - d) Gratuities, bribes or kickbacks of any kind must never be solicited, accepted or offered, either directly or indirectly. This includes money, loans, equity, special privileges, personal favours, benefit or services. Such favours will be considered to constitute corruption.



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- 3.2 The Tenderer/Service Provider/Contractor commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its Tender or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Tenderer/Service Provider/Contractor commits to the following:
- a) The Tenderer/Service Provider/Contractor will not, directly or through any other person or firm, offer, promise or give to Transnet or to any of Transnet's employees involved in the tendering process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the tendering process; and
  - b) The Tenderer/Service Provider/Contractor will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any employee of Transnet, connected directly or indirectly with the tendering process, or to any person, organisation or third party related to the contract in exchange for any advantage in the tendering, evaluation, contracting and implementation of the contract.
- 3.3 The Tenderer/Service Provider/Contractor will not collude with other parties interested in the contract to preclude a competitive Tender price, impair the transparency, fairness and progress of the tendering process, Tender evaluation, contracting and implementation of the contract. The Tenderer / Service Provider further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Tenderer/Service Provider/Contractor will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Tenderers/Service Providers/Contractors. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the tendering process.
- 3.5 The Tenderer/Service Provider/Contractor will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Tenderer/Service Provider/Contractor will not use for illegitimate purposes or for restrictive purposes or personal gain, or pass on to others, any information provided by Transnet as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 3.6 A Tenderer/Service Provider/Contractor of foreign origin shall disclose the name and address of its agents or representatives in South Africa, if any, involved directly or indirectly in the registration or tendering process. Similarly, the Tenderer / Service Provider / Contractor of South African nationality shall furnish

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the name and address of the foreign principals, if any, involved directly or indirectly in the registration or tendering process.

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



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

#### **4 INDEPENDENT TENDERING**

- 4.1 For the purposes of that Certificate in relation to any submitted Tender, the Tenderer declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Tenderer, whether or not affiliated with the Tenderer, who:
- a) has been requested to submit a Tender in response to this Tender invitation;
  - b) could potentially submit a Tender in response to this Tender invitation, based on their qualifications, abilities or experience; and
  - c) provides the same Goods and Services as the Tenderer and/or is in the same line of business as the Tenderer.
- 4.2 The Tenderer has arrived at his submitted Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium will not be construed as collusive tendering.
- 4.3 In particular, without limiting the generality of paragraph 5 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- a) prices;
  - b) geographical area where Goods or Services will be rendered [market allocation];
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a Tender;
  - e) the submission of a Tender which does not meet the specifications and conditions of the RFQ; 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

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and conditions or delivery particulars of the Goods or Services to which his/her tender relates.

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

## **5 DISQUALIFICATION FROM TENDERING PROCESS**

- 5.1 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Tenderer/Service Provider/Contractor into question, Transnet may reject the Tenderer's / Service Provider's / Contractor's application from the registration or tendering process and remove the Tenderer/Service Provider/Contractor from its database, if already registered.
- 5.2 If the Tenderer/Service Provider/Contractor has committed a transgression through a violation of section 3, or any material violation, such as to put its reliability or credibility into question. Transnet may after following due procedures and at its own discretion also exclude the Tenderer/Service Provider /Contractor from future tendering processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, which will include amongst others the number of transgressions, the position of the transgressors within the company hierarchy of the Tenderer/Service Provider/Contractor and the amount of the damage. The exclusion will be imposed for up to a maximum of 10 (ten)

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years. However, Transnet reserves the right to impose a longer period of exclusion, depending on the gravity of the misconduct.

- 5.3 If the Tenderer/Service Provider/Contractor can prove that it has restored the damage caused by it and has installed a suitable corruption prevention system, or taken other remedial measures as the circumstances of the case may require, Transnet may at its own discretion revoke the exclusion or suspend the imposed penalty.

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

- 6.1 The process of restriction is used to exclude a company/person from conducting future business with Transnet and other organs of state for a specified period. No Tender shall be awarded to a Tenderer whose name (or any of its members, directors, partners or trustees) appear on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. Transnet reserves the right to withdraw an award, or cancel a contract concluded with a Tenderer should it be established, at any time, that a tenderer has been restricted with National Treasury by another government institution.
- 6.2 All the stipulations on Transnet's restriction process as laid down in Transnet's Supply Chain Policy and Procurement Procedures Manual (CPM included) are included herein by way of reference. Below follows a condensed summary of this restriction procedure.
- 6.3 On completion of the restriction procedure, Transnet will submit the restricted entity's details (including the identity number of the individuals and registration number of the entity) to National Treasury for placement on National Treasury's Database of Restricted Suppliers for the specified period of exclusion. National Treasury will make the final decision on whether to restrict an entity from doing business with any organ of state for a period not exceeding 10 years and place the entity concerned on the Database of Restricted Suppliers published on its official website.
- 6.4 The decision to restrict is based on one of the grounds for restriction. The standard of proof to commence the restriction process is whether a "*prima facie*" (i.e. on the face of it) case has been established.
- 6.5 Depending on the seriousness of the misconduct and the strategic importance of the Goods/Services, in addition to restricting a company/person from future business, Transnet may decide to terminate some or all existing contracts with the company/person as well.

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- 6.6 A Service Provider or Contractor to Transnet may not subcontract any portion of the contract to a blacklisted company.
- 6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:
- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
  - b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
  - c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
  - d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
  - e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
  - f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
    - (i) he made the statement in good faith honestly believing it to be correct; and
    - (ii) before making such statement he took all reasonable steps to satisfy himself of its correctness;
  - g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
  - h) has litigated against Transnet in bad faith.
- 6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.
- 6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently

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formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

## **7 PREVIOUS TRANSGRESSIONS**

- 7.1 The Tenderer/Service Provider/Contractor hereby declares that no previous transgressions resulting in a serious breach of any law, including but not limited to, corruption, fraud, theft, extortion and contraventions of the Competition Act 89 of 1998, which occurred in the last 5 (five) years with any other public sector undertaking, government department or private sector company that could justify its exclusion from its registration on the Tenderer's/Service Provider's/Contractor's database or any tendering process.
- 7.2 If it is found to be that the Tenderer/Service Provider/Contractor made an incorrect statement on this subject, the Tenderer/Service Provider/Contractor can be rejected from the registration process or removed from the Tenderer/Service Provider/Contractor database, if already registered, for such reason (refer to the Breach of Law Returnable Form contained in the document.)

## **8 SANCTIONS FOR VIOLATIONS**

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

## **9 CONFLICTS OF INTEREST**

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

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

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

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

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

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

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

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

## **10 DISPUTE RESOLUTION**

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

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

**11 GENERAL**

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

11.2 The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the law relating to any civil or criminal proceedings.

11.3 The validity of this Integrity Pact shall cover all the tendering processes and will be valid for an indefinite period unless cancelled by either Party.

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

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

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

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

Signature .....

Date .....

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## **T2.2-19 : 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.



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- 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



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**T2.2-20: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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Part C1:  
Agreements and  
Contract Data

**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

## **C1.1: Form of Offer & Acceptance**

### **Offer**

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

**Title of the Contract: For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.**

The tenderer, identified in the Offer signature block, has

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

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

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

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

Signature(s)

Name(s)

Capacity

.....

.....

.....

**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)**



**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

**For the tenderer:**

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

**Acceptance**

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

The terms of the contract, are contained in:

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

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

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

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 (TNPA)**



**Tender Number:** TNPA/2024/01/0010/52931/RFQ

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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

**Tender Number:** TNPA/2024/01/0010/52931/RFQ

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**Schedule of Deviations**

Note:

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

No.	Subject	Details
1		
2		
3		

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.

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



## C1.2 Contract Data

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

Clause	Statement	Data
1	<b>General</b>  The <i>conditions of contract</i> are the core clauses and the clauses for main Option	<b>A: Priced contract with activity schedule</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	<b>X2 Changes in the law</b> <b>X4: Parent company guarantee</b> <b>X16: Retention</b> <b>X18: Limitation of liability</b> <b>Z: <i>Additional conditions of contract</i></b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd</b> <b>(Registration No. 1990/000900/30)</b>

**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)****Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Port Authority (TNPA) 34 South Arm Rd Cape Town Western Cape - South Africa 8001</b>
10.1	The <i>Project Manager</i> is: (Name)	<b>Lerato Dibodu</b>
	Address	<b>34 South Arm Rd Cape Town Western Cape - South Africa 8001</b>
11.2(13)	The <i>works</i> are	<b>For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.</b>
11.2(14)	The following matters will be included in the Risk Register	<b>No additional Data</b>
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1." Description of the Site and it surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	

11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>Six (6) months</b>
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>
31.2	The <i>starting date</i> is	<b>TBA</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>fifty two (52) weeks after Completion of the whole of the <i>works</i>.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>18<sup>th</sup> (eight teenth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>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.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Rand Merchant Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<b>the cumulative rainfall (mm)</b>

**The cumulative of**

- **Before the Completion Date for the whole of the works and**
- **At the place stated in the Contract Data**

**The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.**

**Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account**

**The cumulative of**

- **Before the Completion Date for the whole of the works and**
- **At the place stated in the Contract Data**

**The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.**

**Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account**

**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

**The cumulative of**

- **Before the Completion Date for the whole of the works and**
- **At the place stated in the Contract Data**

**The value of which, by comparison with the weather data, is shown to occur on average less frequently than once in ten years.**

**Only the difference between the weather measurement and weather which the weather data show to occur on average less frequently than once in ten years is taken into account**

and which are available from:

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

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>8</b>	<b>Risks and insurance</b>	
80.1	These are additional <i>Employer's</i> risks	<b>None</b>
84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
	1 Insurance against:	<b>Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.</b>
	Cover / indemnity:	<b>to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>as stated in the insurance policy for Contract Works / Public Liability</b>

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

84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *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**

**7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.**

84.2 The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is

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

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 *conditions of contract*.**

**10 Data for main Option clause**

**A Priced contract with Activity Schedule**

**No additional data is required for this Option.**

60.6 The *method of measurement* is

**The Activities.**



<b>11</b>	<b>Data for Option W1</b>	
W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Cape Town, South Africa</b>
	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	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X4</b>	<b>Parent company guarantee</b>	<b>No additional data is required for this Option</b>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>10% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	


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

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

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**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

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**Z3 Additional clauses relating to Joint Venture**

**Z3.1**

**Insert the additional core clause 27.5**

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

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

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

Z3.2

Insert additional core clause 27.6

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

---

Z4 Additional obligations in respect of Termination

Z4.1

The following will be included under core clause 91.1:

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

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

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

---

<b>Z4.2</b>	<b>Termination Table</b>	<b>The following will be included under core clause 90.2 Termination Table as follows:</b>
		<b>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</b>
<b>Z4.3</b>		<b>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</b>

---

<b>Z5</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z5.1</b>		<b>The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:</b>
		<ol style="list-style-type: none"><li><b>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.</b></li><li><b>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.</b></li><li><b>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.</b></li></ol>

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**Z6 Additional Clause Relating to Collusion in the Construction Industry**

**Z6.1** The contract award is made without prejudice to any rights the *Employer* may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

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**Z7 Protection of Personal Information Act**

**Z7.1** 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.

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## C1.2 Contract Data

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

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

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name):	
	Address	
	Tel No.	
	Fax No.	
11.2(8)	The <i>direct fee percentage</i> is	<b>%</b>
	The <i>subcontracted fee percentage</i> is	<b>%</b>
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:	

**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)**



**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b>		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
<b>A</b>	<b>Priced contract with activity schedule</b>			
11.2(20)	The <i>activity schedule</i> is in			
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b> <b>(in words), excluding VAT</b>		
<b>A</b>	<b>Priced contract with activity schedule</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
41 in SSSC	The percentage for people overheads is:	<b>%</b>		
21 in SSSC	The published list of Equipment is the last edition of the list published by			
	The percentage for adjustment for Equipment in the published list is	<b>% (state plus or minus)</b>		
22 in SSSC	The rates of other Equipment are:	<b>Equipment</b>	<b>Size or capacity</b>	<b>Rate</b>
61 in SSSC	The hourly rates for Defined Cost of design outside the Working Areas are	<b>Category of employee</b>		<b>Hourly rate</b>



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



# Part C2: Pricing Data

## **PART 2: PRICING DATA**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	1

---

## C2.1 Pricing Instructions: Option A

### 1. The conditions of contract

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

Clause 11 in NEC3 Engineering and Construction Contract, June 2005, (with amendments June 2006 and April 2013) (ECC) Option A states:

**Identified and defined terms** 11  
11.2

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

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

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

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

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

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

#### 1.2. Measurement and Payment

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

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

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

1.2.4 The *Contractor's* detailed Activity Schedule summates back to the Activity Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

**TRANSNET NATIONAL PORTS AUTHORITY (TNPA)****Tender Number:** TNPA/2024/01/0010/52931/RFQ**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

- 
- 1.2.5 The short descriptions in the Activity Schedule are for identification purposes only. All work described in the Works Information is deemed included in the activities.
- 1.2.6 The Activity Schedule is integrated with the Prices, Accepted Programme and where required the forecast rate of payment schedule.
- 1.2.7 Activities in multiple currencies are separately identified on both the Activity Schedule and the Accepted Programme for each currency.
- 1.2.8 The tendered total of the prices as stated in the Contract Data is obtained from the Activity Schedule summary. The tendered total of the prices includes for all direct and indirect costs, overheads, profits, risks, liabilities and obligations relative to the Contract.

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

## C2.2 Activity Schedule

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

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

Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
A1	Establishment /De-establishment	Sum	R	1	R
A2	Compliance with OHS Requirements	Sum	R	1	R
<b>B</b>	<b>Benchmarks, DTM survey and production of deliverables as per Section 4 for the total project area as defined in the scope</b>				
B1	Surveyed Area	ha	R	215	R
<b>C</b>	<b>Reporting</b>				
C1	Surveyed Report	no	R	1	R
C2	Native Drawings	Item	R	1	R
D1	1 x RPL (Optional)	Sum	R	1	R
E1	Disbursements	Sum	R	1	R
F1	Contingencies	Sum	R	1	R
<b>Total Price (Excluding Vat)</b>					<b>R</b>
<b>(15% Vat)</b>					<b>R</b>
<b>Total Price to be carried over to the Form of Offer &amp; Acceptance</b>					<b>R</b>



# Part C3: Scope of Work

**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

## **PART C3: SCOPE OF SERVICES**

<b>Document reference</b>	<b>Title</b>	<b>No of page</b>
C3.1	This cover page	1
	<i>Employer's Scope of Services</i>	21
	<b>Total number of pages</b>	<b>22 (excl. annexures)</b>



### C3.1 EMPLOYER’S SCOPE OF SERVICES

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- Annexure B:** Point feature survey position conventions for use in trackwork survey applications
- Annexure C:** Standard survey symbols
- Annexure D:** TCP CAD standards (ENG-STD-0001)
- Annexure E:** Survey Features Code List
- Annexure F:** Document Control
- Annexure G:** Employer’s standard: health and safety

---

**SECTION 1: TECHNICAL REQUIREMENTS****1. DESCRIPTION OF THE SERVICES****1.1. Executive overview**

The Port of Cape Town is currently facing challenges related to its roads and bulk civil infrastructure. A conditional assessment was carried out and certain areas within the roads, water infrastructure and sewer network were not in a favorable condition. The scope includes the following:

- Roads: the rehabilitation and/or structural repairs of defective roads.
- Bulk water: the refurbishment and upgrade of the water network.
- Bulk Sewer: upgrades to the gravity and pressure sewer network.
- Bulk Stormwater: repairs to sections of the stormwater network.

Figure 1 below shows the location for the works to be carried out. The completed survey will be required for the following:

- Detailed design of civil infrastructure (covering road design, stormwater design, water and sewer reticulation network design, structural design, electrical cable layout etc.).
- The production of a Digital Terrain Model (DTM).
- Determination of earthwork quantities.
- The determination of the position and levels of the existing road(s), services and structures.
- The collection of information related to bridge and stormwater structures (including minor stormwater outlets from adjacent properties into the road reserve).



Figure 1: Port of Cape Town – Locality Map.

**1.2. Employer’s objectives**

The Employer’s objectives are as follows:

- i. Produce layout plans and cross sections of civil infrastructure design elements (road geometric alignment, stormwater catchment and runoff estimates, water and sewer reticulation layouts and long sections, etc....)
- ii. Develop a record of accurate rail track positions.
- iii. Make use of permanent control points (to be established by the Surveyor) for setting out of design elements outlined in this scope of works.
- iv. Develop an accurate database of the surveyed information, which includes corners of buildings, invert and cover levels of all manholes, all visible above ground services and topographical features.
- v. Any other survey Service which could be expected of a qualified surveyor as requested by the Employer.
- vi. All survey features shall be fixed to the WGS84 & Hartebeeshoek 94 system.
- vii. Independent verification of setting out and construction works.

**1.3. Interpretation and terminology**

**1.3.1. Abbreviations**

The following abbreviations are used in this Scope of Services:

Abbreviation	Meaning given to the abbreviation
C/M	Clearance marker
COTO	Committee of Transport Officials
DP	Data Pack
DTM	Digital Terrain Model
FEQ	Field Engineering Query
GA	General Arrangement Drawing
ID	Personal identification document
ISO	International Standard Organization
MSL	Mean Sea Level

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Abbreviation	Meaning given to the abbreviation
C/M	Clearance marker
NCR	Non-conformance report
PIRPMP	Project Industrial Relations Policy and Management Plan
SANS	South African National Standards Previously South African Bureau of Standards (SABS)
SHE	Safety, Health & Environment
OHTE	Overhead Track Equipment
WGS	World Geodetic System

## 2. THE SCOPE OF SERVICES

The *Services* is to complete a topographical survey for the Upgrade of Roads and Bulk Infrastructure in the Port of Cape Town as indicated in the drawings/sketches attached in Annexure A. The survey deliverables must strictly comply with this document and also be read in conjunction with the *COTO Technical Methods for Highways 11 – Standard Survey Methods (Version 3.0 April 2017)*. The Services covers the general survey of the site and any other work arising out of or incidental from the Services or required of the Consultant for proper completion of the work in accordance with the true meaning and intent of the contract document and includes but not limited to, the following:

- i. Invert levels at inlet and outlet of existing culverts, stormwater structures as well as direction arrows.
- ii. Cover and invert levels for water and sewer services, including pipe diameter and type of pipe.
- iii. The determination of fence lines, gates, accesses, services.
- iv. Location and description of existing services. Telkom and Eskom services to include pole height and reference number.
- v. Details of intersecting roads and end point tie-ins to surfaced routes (minimum 150m).
- vi. Any specific feature within the surveyed area i.e., wetland areas, watercourses, and structures.

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- vii. Where driveways / entrances occur, pick up levels at road edge, property boundary and at garage / building.
  - viii. Where boundary walls / fences occur the wall / fence type and height shall be surveyed.
  - ix. Establish permanent and temporary benchmark positions.
  - x. Provision of all survey information should be supplied on a magnetic medium in a format assessable by Civil Designer, Autodesk Civil 3D and AutoCAD.
  - xi. Survey work which is expected of a surveyor/professional land surveyor in terms of the Professional and Technical Surveyors Act 1984 (Act No. 40 of 1984), or registered as a geomatics professional in terms of the Geomatics Profession Act, 2013 (Act No. No 19 of 2013).
  - xii. As part of the skills transfer initiative, the Consultant shall make provision for the training of 1 x TNPA employee to obtain a Remote Pilot License (RPL). The RPL training shall allow the TNPA employee to operate an Unmanned Aerial Vehicle (surveying drone) and the training shall be provided by an organization approved by the Civil Aviation Authority. The training shall be priced by the Consultant as an optional extra. The final inclusion of this item in the contract price shall be at TNPA's discretion.

### **2.1. Survey Features:**

The features outlined below are to be surveyed. The survey features shall include but not be limited to those listed outlined below.

Photographic evidence is required for all the features stated below. The images shall be labelled and referenced.

#### **2.1.1. Telephones, power lines and electrification**

- Telephone poles and routes
- Power poles and routes
- Transmission lines
- Surface cables and cable markers, also recording the markings / numbering on it
- Light poles
- Transformers and sub-stations
- All aerial cable routes and electrical cable routes

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**2.1.2. Structures and buildings**

- Edge of platforms – where applicable
- Culverts, also recording the size of opening, length, and invert levels– where applicable. Also provide a description and sketch of the opening on both sides of the culvert. Please note that where headwalls are present, the top of headwall must be surveyed and the top of culvert. Where culverts are silted, the silt must be removed, and the true invert level must be surveyed.
- Bridge structures and retaining walls– where applicable.
- Buildings and quarters– where applicable. Please provide photos of buildings.
- Water tower and water pipelines including invert levels.
- Manholes – both cover and invert levels and recording the type of manhole. Invert levels shall clearly be marked as either pipe invert levels or manhole invert levels. Manhole sizes, pipe sizes and direction of flow.
- All sewer pipelines and pump stations, sumps and invert levels, pipe sizes and direction of flow.
- Aerial cable routes to be identified and surveyed.
- Electrical cable routes to be identified and surveyed.
- Fire hydrants and water taps.
- Miscellaneous features.
- Subway and subway invert levels shall clearly be marked.
- Markers for pipes / cables also recording the markings / numbering on it.

**2.1.3. Roads, fences, and other features**

Refer to Annexure B for features to be surveyed.

- Footpaths and roads, showing kerbs, gutters, catch pits, type of road surface, width of premix and concrete surfaces with the relevant invert levels clearly marked as for Structures and buildings above.
- Fencing, stating the type of fence.
- Eroded areas, gullies, and streams.
- Road signage.

**2.1.4. Other services**

Where other services are encountered, excluding the one's stated above, shall be recorded on the survey plans. This includes the cover and invert level. I.e., oil pipelines.

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**2.1.5. Spot shots**

Sufficient shots to generate accurate cross sections. Starts and ends of all cuts and banks. Any exposed services.

**3. SURVEY SPECIFICATIONS**

The survey shall extend to the road reserve boundary of any adjacent roads and cover the site with an effective grid over the site and adjacent roads.

- Minimum grid for building sites / urban roads = 5m x 5m

In areas with boundary walls or fences, spot shots are to be taken 10m into the property, with the owner's permission.

**3.1. Survey – Accuracy**

The absolute plan position of any well-defined detail shall be accurate to  $\pm 0.3$ mm root mean square error (r.m.s.e) at the specified plan scale, when checked from the nearest survey control station.

The survey accuracy shall be as outlined in Chapter 3 of *Technical Methods for Highways 11 – Standard Survey Methods (Version 3.0 April 2017)*.

**3.2. Site Benchmarks**

- a) A minimum of three (3) benchmarks shall be established on existing stable features at, where possible a minimum density of one per map sheet.
- b) Where specified in the Project Specification, the Surveyor shall furnish the Engineer with a diagram prepared for each site benchmark showing its location dimensioned to at least three (3) easily recognisable and durable points located, if possible, within 5m of the site benchmark.

**4. DELIVERABLES****4.1. DTM Survey**

The final design will be undertaken using the DTM. Sufficient spot heights (additional to the effective grid spacing specified in Section 3 if necessary) and break lines should be recorded so that any level taken from the cross-sections has the following tolerances from the real ground level:

- The accuracy of the DTM, Y and X co-ordinates shall be as outlined in Chapter 3 of of *Technical Methods for Highways 11 – Standard Survey Methods (Version 3.0 April 2017)*.
- The accuracy of the DTM spot heights expressed as a mean square deviation shall be as outlined in Chapter 3 of of *Technical Methods for Highways 11 – Standard Survey Methods (Version 3.0 April 2017)*.

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The DTM shall preferably be based on a triangular irregular network (TIN) joining the actual ground observations, with a maximum distance as specified in 1.2 between points. The Surveyor shall provide a plot showing the TIN at a suitable scale (e.g. 1:1000).

Break-lines (Feature Lines) must be forced along the road centreline and roadway edges, kerbs, side drains, etc, as well as specific ground features which can influence the road alignment i.e. very steep outcrops of rock and changes in cross slope.

The DTM file will be required in a (text or. tot) format suitable for the following programs, CIVIL DESIGNER (2014) or Bentley. The perimeter of the triangulation must be closed, and the CIVIL DESIGNER Model must be checked by the surveyor in order to ensure that the generated contour lines reproduce the exact shape of the ground.

- In the same manner the cross-sections and long sections generated by CIVIL DESIGNER must reflect the real situation on site (e.g. breaks in the ground cross slope must be shown, as well as the definition of side drains - top and bottom).

#### 4.2. Drawings / plans

- The survey information shall be supplied in a digital format (assessable on MicroStation, Civil Designer and AutoCAD).
- The DTM data shall be in an ASCII (.csv) and TOT format readable by the software programme CIVIL DESIGNER, Bentley and AutoDesk.
- All annotations on the plan shall be in English.
- The plan shall be orientated with north at the top of the drawing.
- Levels shall be displayed with a point as the **decimal point** and this point shall be placed at the center of the level and must **correspond with the survey shot**.
- Levels shall be indicated with **2 digits before the decimal point and 2 digits** after the decimal point, with lettering not less than 2.5mm high, in Arial font. The level shall be one text line.
- To prevent cluttering of the as-is drawings, when plotting these levels, the Consultant shall ensure that they are spaced not closer than **1mm apart (at a 1:500 scale)**, and that the numerals indicating the levels **do not overlap**.
- Levels and descriptions of the level shall be on separate CAD layers. A list of survey codes and descriptions is to be provided in pdf format.



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- Contours generated from the survey must accurately reflect the ground levels. The height intervals shall depend on site conditions and on the scale of the drawing. Where practical 0,5m contours shall be shown, but the space between plotted contours on the plan shall not be less than 5mm. Rail levels must not be considered when generating ground contours.
  - When defining the various points surveyed, the standard symbols to be used on the as-is drawings are indicated in Annexure D.
  - Co-ordinate system and datum level. All co-ordinates shall be based upon the WGS84 & Hartebeeshoek 94 system. The datum for levels shall be MSL.
- a) **In addition to the information mentioned above, the Consultant shall provide the following:**
- Spot heights shall indicate the crests of hills and bottom of valleys and depressions. Sufficient spot heights need to be provided to indicate ground variations, which cannot be adequately expressed by contour lines. Storm water trenches, streams and berms need to be located and shown clearly.
  - Control points must be recorded on a separate layer on the drawing.
  - Levels of control points shall be indicated with 4 digits before the decimal point and 2 digits after the decimal point, with lettering not less than 2.5mm high, in Arial font. The level shall be one text line.

## 5. ANCILLARY REQUIREMENTS

### 5.1. Employer's data

The *Employer's* specifications are outlined in this document.

### 5.2. Document review and acceptance

The services of an independent third party may be engaged by the *Employer* to review the *Consultant's* data and the *Consultant* must give the necessary co-operation and supply all the necessary data as required. The cost of the data review by the third party will be borne by the *Employer*.

### 5.3. Other requirements of the *Consultant's* data

The *Consultant* and his employees shall be suitably qualified with proven registration at the South African Geomatics Council where required and experienced to carry out all data work and shall indemnify and hold indemnified the *Employer* against any claims and actions that may arise out of the *Services*. The *Consultant* shall be responsible for full compliance with all codes of practice,

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safety, professional procedures, checking, site approval and requirements of the construction regulations with regards to the *Services*. The final data shall be signed off by a suitably qualified Geomatics Professional.

#### **5.4. Use of Consultant's Data**

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

##### **5.4.1. Site requirements**

The Site is in an operational area and the *Consultant* shall always ensure safe passage of traffic to and around his area of work. This shall entail the provision of flagmen, protective barriers, lanterns, signs, etc. for protection, direction, and control of traffic.

The *Consultant* shall organize his activities to cause the least possible inconvenience to other construction activities or operations at the Site. Access for Others to adjacent areas shall be always maintained.

The Site is located within a designated secure area, and accordingly all access into the area will be through a gate with access control.

The *Consultant* shall obtain the necessary entry permits for all staff work within the area in accordance with the access control requirements of the *Employer* and shall issue each personnel member with an appropriate identification card.

All costs incurred in providing construction personnel with ID cards and access permits shall be borne by the *Consultant*.

The site establishment area shall be clearly sign posted and be compliant with the relevant safety regulations and restrictions that might be in place until the *Consultant* has de-established from site.

The *Consultant* is responsible for the security of his equipment until completion and hand-over and must make his own arrangements for security and the safekeeping of his property. The *Consultant's* watchmen are allowed on Site for this purpose.

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If the working area is situated within a Customs controlled area, the *Consultant* and his people shall observe all Customs regulations.

The fullest collaboration between the *Consultant*, the *Employer's* Operations Manager and the *Employer's Agent* is essential regarding the continued operations of the *Employer*.

The *Consultant* shall not be permitted to house any of his staff on site.

#### **5.4.2. Site staff conduct**

The working hours shall be in accordance with the requirements of the Department of Labour or with the agreement of the relevant trade unions. This information relating to working hours shall be supplied to the *Employer's Agent* prior to commencement of the proposed working hours.

*Consultant's* staff shall be confined to the working area and defined access routes and shall not be allowed to be present in other areas of the *Employers* operations. *Consultant's* staff found disobeying this instruction will be subject to disciplinary action.

The *Consultant* keeps daily records of his people engaged on the Site and working Areas (including Sub *Consultants*) with access to such daily records available for inspection by the *Employer's Agent* at all reasonable times.

#### **5.5. Health and safety facilities on Site**

At all times during provision of *services*, the *Consultant* is responsible for the safety of his staff on the Site He shall have the necessary systems and procedures in place to effectively manage this. Refer to Annexure F for the *Employers* health and safety requirements.

#### **5.6. Cooperating with others**

During the contract, various departments of Transnet and others stakeholders may be working in the general area surrounding the working area. The *Consultant* must make allowance for the necessity to interface with the activities of others, and to allow for safe access and working conditions.

The Site service may take place while the adjacent areas will be in operation. The *Consultant* shall take all necessary steps for his *services* not to interfere with operations and to ensure that normal traffic flow of the operational terminal is not obstructed.

The success of the project depends on the effective co-operation of all *Consultant s* on site, and the *Consultant*, if necessary, must discuss his programme on a day-to-day basis with the *Employer's Agent* to ensure effective co-ordination.

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#### **5.7. Publicity and progress photographs**

The *Consultant* treats all information gained through his appointment on this project as strictly confidential. The *Consultant* is not allowed to prepare or present any paper, publish any article in a technical journal, or derive publicity for his business which makes any reference to any aspect of the Service on this project unless the *Employer* grants special permission, in writing, for the purpose.

No photographs are to be taken unless the photographer is in possession of a camera permit issued by the TNPA Chief Security Officer, Port of Cape Town. Photographs are to be taken for record purposes only.

#### **5.8. Consultant's Equipment**

All Equipment supplied and used by the *Consultant* on Site shall be selected and operated in such a way that damages to all existing surfaces and services are avoided. The *Consultant* will be required to repair, at his own cost and to the satisfaction of the *Employer's Agent*, any such damage caused by him.

All Equipment necessary for the survey shall be provided and allowed for by the *Consultant*. All equipment used by the Consultant must be calibrated, and a calibration certificate must be made available upon the request of the Employer.

#### **5.9. Equipment provided by the Employer**

No Equipment will be provided by the *Employer*.

## **6. STANDARDS AND SERVICE DELIVERY**

### **6.1. Employer specifications**

This contract covers the General Survey as outlined under the scope of services, controlled by the *Employer's Agent*, Transnet National Port Authority, hereinafter referred to as the Services, and any other Service arising out of or incidental to the above, or required of the *Consultant* for the proper completion of the Service in accordance with the true meaning and intent of the contract documents and includes the following:

- a) **General** - The *Services* comprises of detailed survey of the 215 hectares of area as indicated in drawing number XCTE0032-C-LA-0001-01-0A. The surveyor is to supply all PPE (to be always worn), all materials, paint, and equipment (all drills cordless with extra batteries as power supply is not available on site) and the training in the safe use of that equipment needed to complete

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this task. All disbursements in the form of travelling, accommodation and food are the responsibility of the Surveyor.

**b) Control**

- The Consultant shall make use of new control points.
- The Consultant shall provide a list showing the co-ordinates and elevation of each control point and survey station.
- The Consultant shall provide a minimum of 5 new control points. The final number of control points shall be agreed to by the Employer and Consultant.
- Generally, control points shall be placed on the periphery of the area to be surveyed and so spaced that a network of further control points can be established if required.
- Control points shall be in such a position as to minimize the likelihood of disturbance or damage by operating activities in the Port.
- The control points shall be 600 mm long Y-standard driven into the ground leaving at least 20mm protruding, which must be encased in concrete of at least  $\Phi$ 200mm and 100mm deep, or any other method which will protect these points permanently, as agreed between the Consultant and the Employer.
- Each control point shall be provided with a rust proof metal tag set into the concrete indicating its number.
- Each control point shall have its own photograph accompanied with the survey.

**b) Accuracy**

- The accuracy of the contours generated from Civil Designer (software program to be used) must be such that upon comparison with the results of a selective check survey, the surveyed elevations of at least 90% of the points checked do not differ from their elevation as interpolated from the contours by more than half of the contour interval, and not more than 10% differ by more than the contour interval. The check shots shall be placed at random and shall be sufficient in number for the size of the area being surveyed.

**c) Integrity of results**

- Testing - The Consultant shall ensure, by means of field checks or other independent confirmations, that the task complies with the specified standards and shall furnish proof, if required by the Employer, that drawings depict details correctly.

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- The Employer will scrutinize and check the fieldwork, calculations, drawings, and records to such an extent as he may deem necessary to satisfy himself that the terms of the contract and specification are met and complied with.

**6.2. Survey mapping**

Survey mapping shall be provided in the form of hard copies to a scale of 1:500 as well as a magnetic medium in a format assessable by MicroStation and AutoCAD (.dwg and/or .dxf format) on a USB flash drive, including a OneDrive link or any equivalent platform.

- Tabulation of survey data in Excel and ASCII format
- A list of the permanent / temporary survey beacons (benchmarks) used for undertaking the services. This list must also be indicated on the drawing.
- List of Codes: A list showing all descriptions of survey codes used.
- Photographs of the site in general must be provided in a digital format. Also provide photographs of openings on both sides of culverts clearly named and easily identifiable on the drawing.

**6.3. Plans Required**

Plan view from start to end and left to right hand boundaries is required. All elements are to be on separate layers. For example; points, codes, and elevation are to be on separate layers. Every different element is to be on a separate layer. Note that no "z" values are to be saved to any lines or points.

**6.4. Clarification meeting**

The appointed Consultant must be available for a clarification meeting at the office onsite after the contract is awarded. The registered Professional surveyor must be available for this meeting.

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## SECTION 2: ADMINISTRATIVE REQUIREMENTS

### 7. MANAGEMENT AND START UP

#### 7.1. Management meetings

The *Consultant* shall attend management meetings at the *Employer's Agent's* request. The *Consultant* will also be required to attend a project progress meeting once a month. The *Consultant* will also attend a kickoff meeting and a close-out meeting. The *Consultant* will be required to present all relevant information including quality plans, schedules, progress reports, sub-*Consultant* management details, and health, environmental and safety issues at such meetings.

The *Consultant* shall attend risk reduction meetings as and when called by the *Employer*. Other meetings of a specialist nature may be convened by persons and at times and locations to suit the Parties, the nature, and the progress of the *services*. Records of these meetings shall be submitted to the *Employer* by the person convening the meeting within five days of the meeting.

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

#### 7.2. Documentation control

The *Consultant* shall submit all documentation (including correspondence and drawings) to the Transnet (*Employer*) standards and requirements in accordance with the *Employer* document control procedure. In providing the services as outlined in the scope of works, all documentation and data prepared and submitted by the *Consultant* shall conform and adhere to the requirement of: Documentation Submittal Requirements Standard (DOC\_STD-0001) included in Annexure F.

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

Formats of *Consultant* data submitted is dependent on the project procedure and content and shall be specified by the *Employer*, upon the notified request of the *Consultant* i.e.:

- Both Adobe Acrobat (.pdf) and native files
- Only a native file

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- Only a hard copy
- Only a .pdf file

The *Consultant* shall deliver both hard copies and electronic media copies (USB or OneDrive) to the *Employer* at the address stated within the Contract Data.

The documentation to be submitted for review shall be submitted on or before the dates specified in the Documentation Register under cover of the *Consultant's* Transmittal Note, and the Transmittal Note must state the purpose of the submission. Documentation for different purposes must be sent on separate transmittals. The *Consultant* shall note that documentation will be rejected if this requirement is not met.

Acceptance of documentation by the *Employer's Agent* will in no way relieve the *Consultant* of his responsibility for the correctness of information, or conformance with his obligation to provide the *Services*. This obligation rests solely with the *Consultant*.

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

The code resulting from the review is as follows, i.e.: -

- Code C1 – “Proceed, No Exception Taken”
- Code C2 – “Proceed, with Exceptions as Noted, Revise and Resubmit”
- Code C3 – “Do Not Proceed, Revise as Noted and Resubmit”
- Code C4 – “Information Only – Accepted as Submitted”
- Code C5 (FN) – “Certified Final – No Further Submittal Required”
- Code C6 (AB) – “Certified As-Built – No Further Submittal Required”

The *Consultant* shall allow the *Employer* weeks to review and respond to the *Consultant's* submission of their documentation, i.e. from time of receipt to the time of dispatch. However, the provision of the service shall proceed without delay in the event of late return of the documentation by the *Employer's Agent* with prior notification in writing by the *Consultant*.



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

All revised data shall be submitted by the *Consultant* in its entirety and shall reflect the revision control numbers and shall also indicate which documentation the revised documentation supersedes, if applicable. In the case of drawings every sheet has its own revision number and is revised as an individual document. In the case of documents all sheets under cover of one document number shall be under the same revision number and be resubmitted, even if the revision is a minor one.

### **7.3. Safety risk management**

For the Health and safety Plan and Specification, refer to **HAS –STD -0001**.

The Consultant shall adhere to the requirements of the Occupational Health and Safety Act, 1993 (Act No.85 of 1993) as well as TNPA Health and Safety Specification.

The Consultant shall develop, implement, and demonstrate to the Employer a suitable and sufficiently documented and coherent Health and Safety Plan based on the TNPA documented Health and Safety Specification contemplated in regulation 5(1)(b).

The Consultant ensures that its Sub Consultants comply with the requirements of the TNPA Health and Safety Specification.

Metal tape measures, metal tripods and metal level staffs are not allowed on Transnet railway lines. Prism poles are not to exceed 1.8m when working under the OHTE. Standard specification E7/1 for 'Service on, over under or adjacent to railway lines and near high voltage equipment' will apply. The Consultant shall ensure his operations do not affect the safety of his staff or the passage of trains.

#### **7.3.1. Personal Protective Equipment**

The following personal protective equipment shall be worn at all times on site whilst carrying out the work specified in this document:

- Hard hats
- Safety boots
- Provision of Safety Glasses/Goggles whichever offers the better protection against dust entering the eyes.
- Sufficient fresh drinking water to replace body fluids and prevent dehydration.
- Yellow or orange reflective vests.

**7.3.2. The following additional Risks have been identified:**

- Dust and air born pollutants emanating from the stockpiled material and rail wagons.
- The site conditions can be considered as dusty, unpleasant, noisy and dangerous.
- The wearing of appropriate Personal Protective Equipment is compulsory.
- Controlled entry into the *services* to prevent entry by unauthorized persons.

**8. PROCUREMENT****8.1. Code of Conduct**

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

- The Transnet Procurement Procedures Manual (TPPM);
- 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 (B-BBEE), and
- The Anti-Corruption Act.

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

**8.2. 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 organization. As such, our transformation is focused on adopting a performance culture and to adopt behaviors that will enable this transformation.

Transnet will not participate in corrupt practices and therefore 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, to:

**Tender Number:** TNPA/2024/01/0010/52931/RFQ**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

- 
- 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 decision stakeholders involved in sourcing decisions; or
  - Gain an improper advantage.

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

Transnet 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. Transnet does not engage with non-value adding agents or representatives solely for the purpose of increasing B-BBEE spend (fronting). Transnet’s relationship with suppliers requires us to clearly define requirements, 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, B-BBEE 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.

### **8.3. 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. Typical examples are:

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

### **8.4. The *Consultant's* Invoices**

The following procedure shall be followed when submitting invoices:

- When the *Employer* certifies payment (see NEC3 Clause 51.1) following an assessment date, the *Consultant* complies with the *Employer's* procedure for invoice submission.
- The invoice must correspond to the *Employer* assessment of the amount due to the *Consultant* 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 *Consultant's* VAT Number; and
  - The Contract number.
- The invoice contains all the supporting detail.
- The invoice is presented either by post or by hand delivery or electronically.



# ANNEXURES



ANNEXURE A:  
SURVEY AREA  
DRAWING



SURVEY CO-ORDINATE SYSTEM: WGS84 L019°

POINTS	X-COORDINATE	Y-COORDINATE
P1	3753555.144	48804.929
P2	3753594.580	48751.693
P3	3753635.031	48809.492
P4	3754091.779	49250.894
P5	3754262.544	49472.672
P6	3754376.276	49546.529
P7	3754436.903	49625.359
P8	3754452.663	49646.154
P9	3754491.148	49691.452
P10	3754780.937	50080.307
P11	3754765.264	50093.513
P12	3754851.221	50184.867
P13	3754979.847	50360.470
P14	3755002.196	50424.955
P15	3755043.430	50480.533
P16	3755048.574	50667.041
P17	3755062.498	50678.139
P18	3755057.987	50823.542
P19	3755044.624	51049.056
P20	3755065.177	51179.611
P21	3755068.216	51569.245
P22	3755056.752	51824.386
P23	3754862.738	52161.598
P24	3754853.865	52183.666
P25	3754866.013	52200.679
P26	3754836.914	52230.881
P27	3754810.228	52268.770
P28	3754781.426	52261.940
P29	3754644.937	52482.584
P30	3754587.801	52545.907
P31	3754560.592	52535.173
P32	3754503.607	52568.758
P33	3754420.271	52665.228
P34	3754435.659	52680.029
P35	3754416.047	52703.050
P36	3754221.235	52915.833
P37	3754204.826	52945.170
P38	3754045.882	53311.089
P39	3753981.308	53317.395
P40	3753941.875	53360.111
P41	3753791.626	53274.172
P42	3753756.201	53278.703
P43	3753738.317	53258.974
P44	3753705.458	53237.542
P45	3753690.270	53247.266
P46	3753466.604	53014.126
P47	3753400.365	52920.903
P48	3753277.102	52787.605
P49	3753234.770	52745.273
P50	3753204.075	52775.968
P51	3753187.235	52771.631
P52	3753120.542	52705.381
P53	3753700.367	53458.826
P54	3753733.767	53542.010
P55	3753773.070	53519.299
P56	3753779.330	53531.759
P57	3753820.600	53511.026
P58	3753812.872	53496.450
P59	3753935.832	53439.680
P60	3753945.216	53396.747
P61	3753841.251	53392.893

SURVEY AREA = 215HA  
5044816

GENERAL NOTES  
 1. THIS DRAWING IS THE PROPERTY OF TRANSNET. COPY, PATENTS AND ALL INDUSTRIAL PROPERTY RIGHTS RESERVED.  
 2. MEASUREMENTS ARE BASED ON METRIC SYSTEM.  
 3. ALL LEVELS ARE IN METRES TO MEAN SEA LEVEL (MSL).  
 4. DO NOT SCALE DRAWING - ONLY DIMENSIONS SHOWN TO BE USED.  
 5. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS ON THE SITE AND NOTIFY THE ENGINEER OF ANY VARIATIONS FROM DIMENSIONS BEFORE CONSTRUCTION.  
 6. ALL CO-ORDINATES ARE BASED ON THE SOUTH AFRICAN CO-ORDINATE SYSTEM WGS 84 L0 19°  
 7. LOCATION OF EXISTING SERVICES ARE ONLY TO BE DONE AT THE DISCRETION OF THE ENGINEER ON SITE.

DRAWING NO.	REFERENCE
1	REFERENCE DRAWINGS

NO.	DESCRIPTION	BY	CHKD	APPD	DATE

CONTRACTOR / CONSULTANT				TNPA			
TITLE	NAME	SIGN	DATE	TITLE	NAME	SIGN	DATE

Transnet National Port Authority  
 TRANSNET  
 PORT OF CAPE TOWN  
 CIVIL & PERWAY INFRASTRUCTURE  
 UPGRADE OF ROADS AND SERVICES  
 SETTING OUT  
 SURVEY PLAN = 215HA



# ANNEXURE B: SURVEY FEATURES



Tender Number: TNPA/2024/01/0010/52931/RFQ

Description of the Services: For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

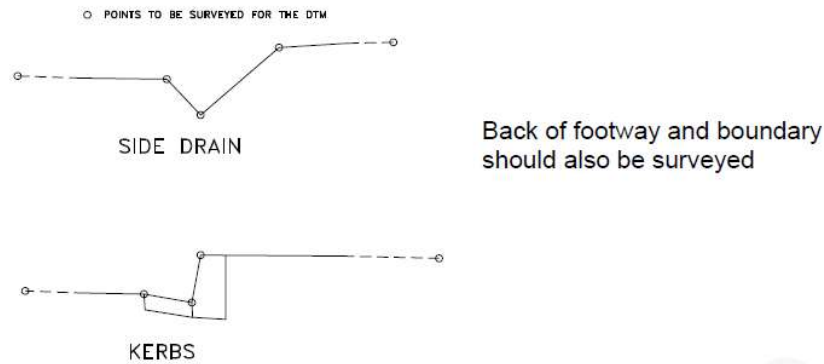


Figure 2: Survey Profile

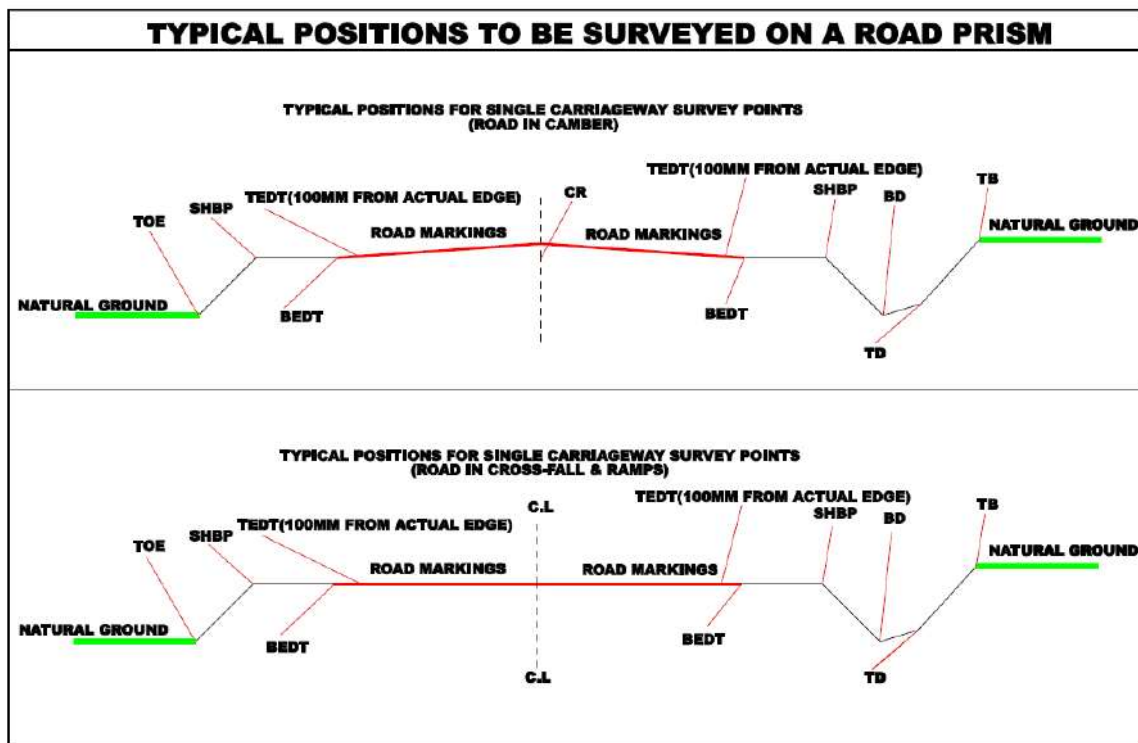


Figure 3: Typical positions for single carriageway survey points

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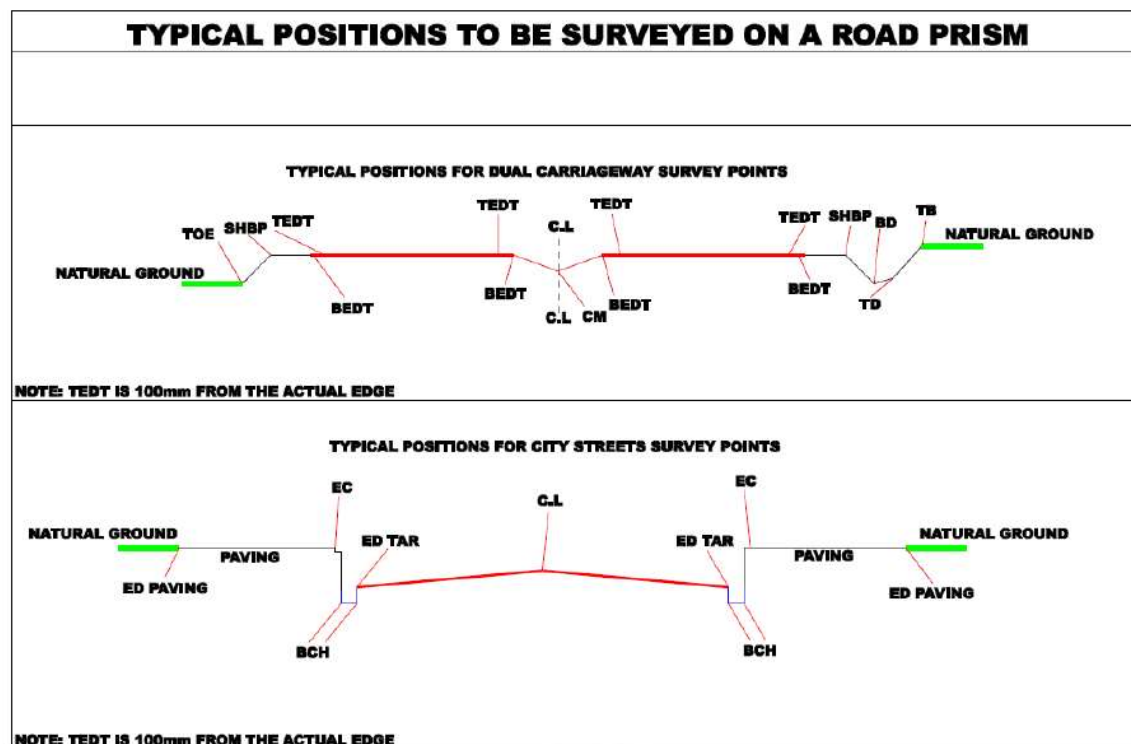


Figure 4: Typical positions for dual carriageway and city street survey points

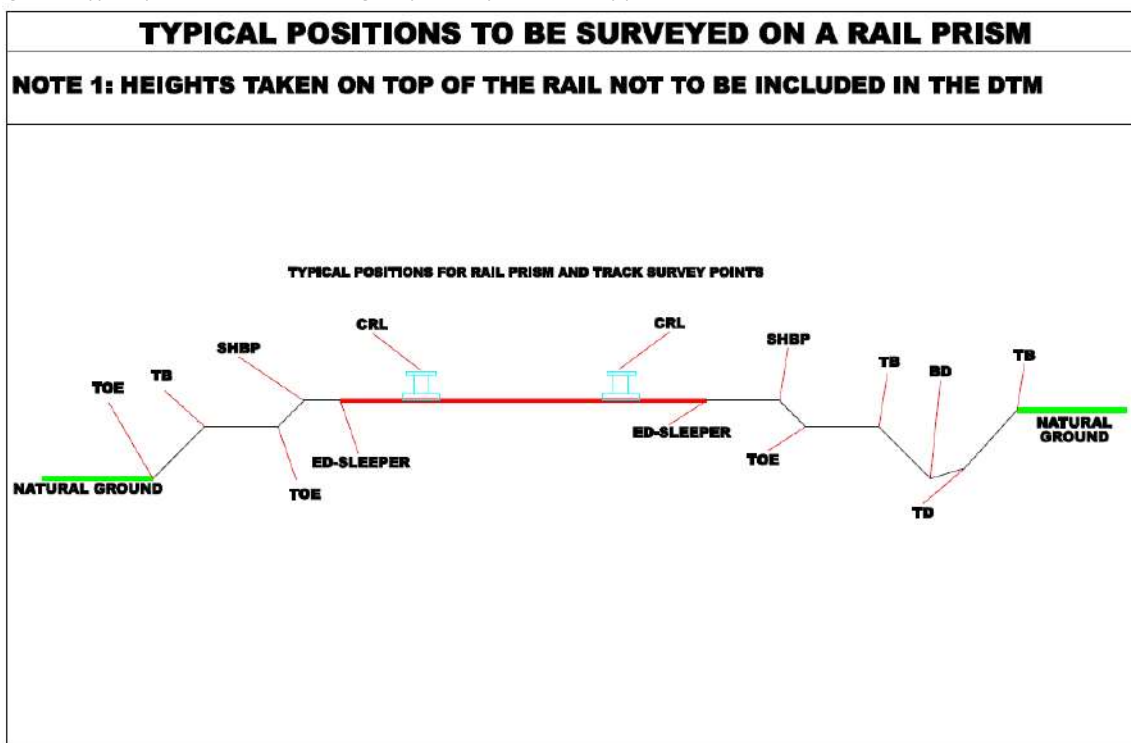


Figure 5: Typical positions for rail prism and track survey points

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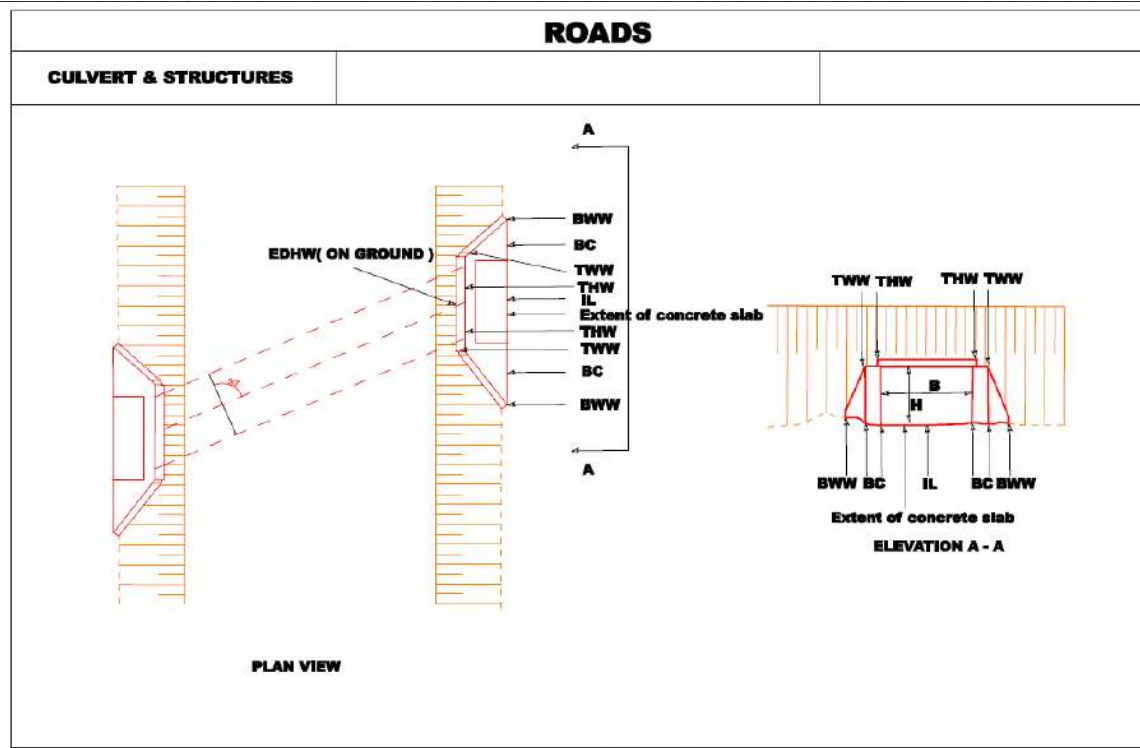


Figure 6: Survey requirements at drainage structures

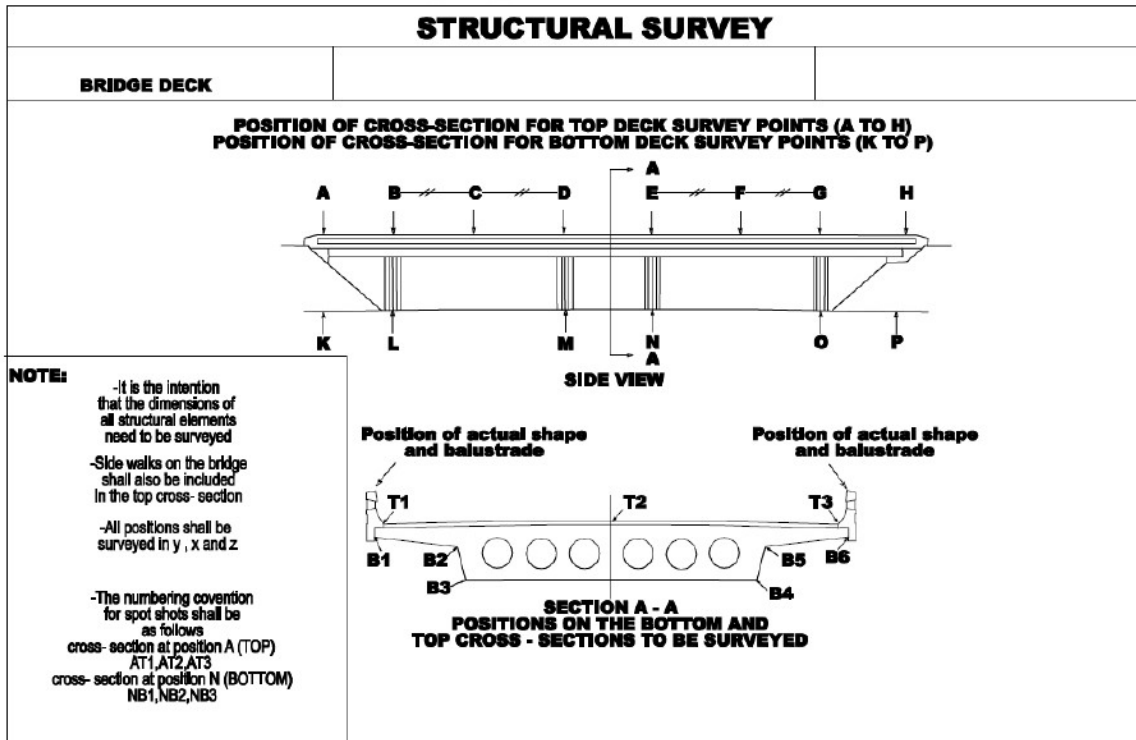


Figure 7: Position of cross section for top and bottom deck survey points (Bridge deck)

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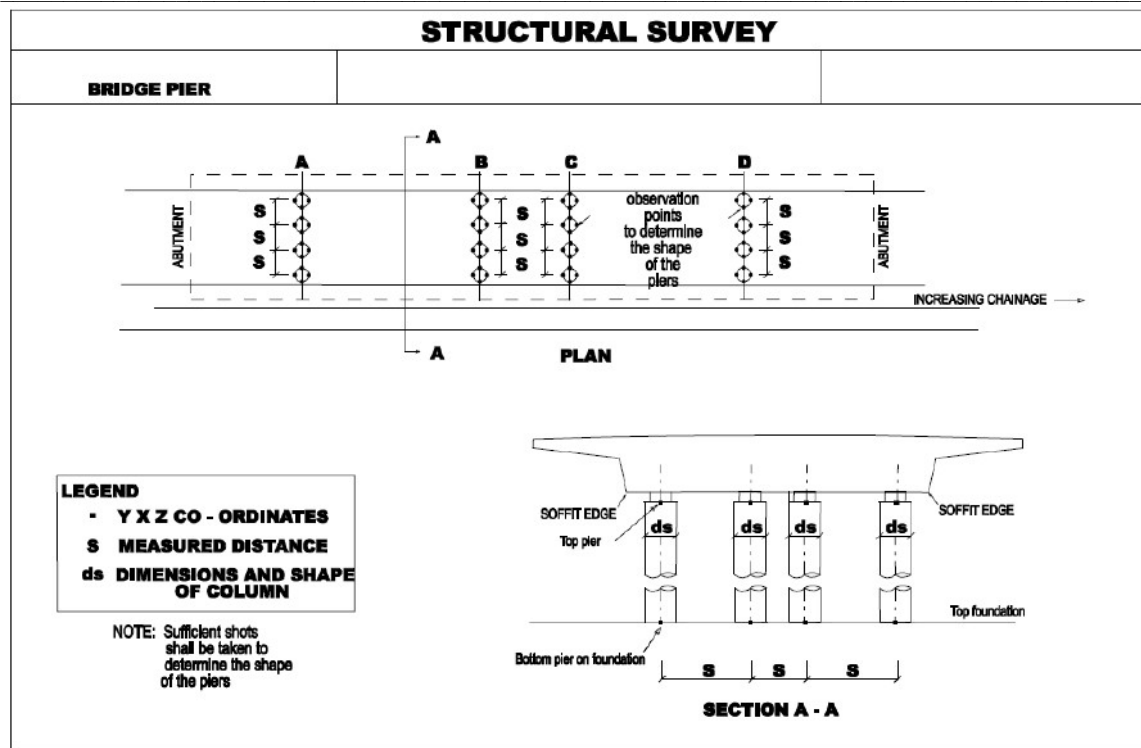


Figure 8: Positions and dimensions of survey positions on bridge piers

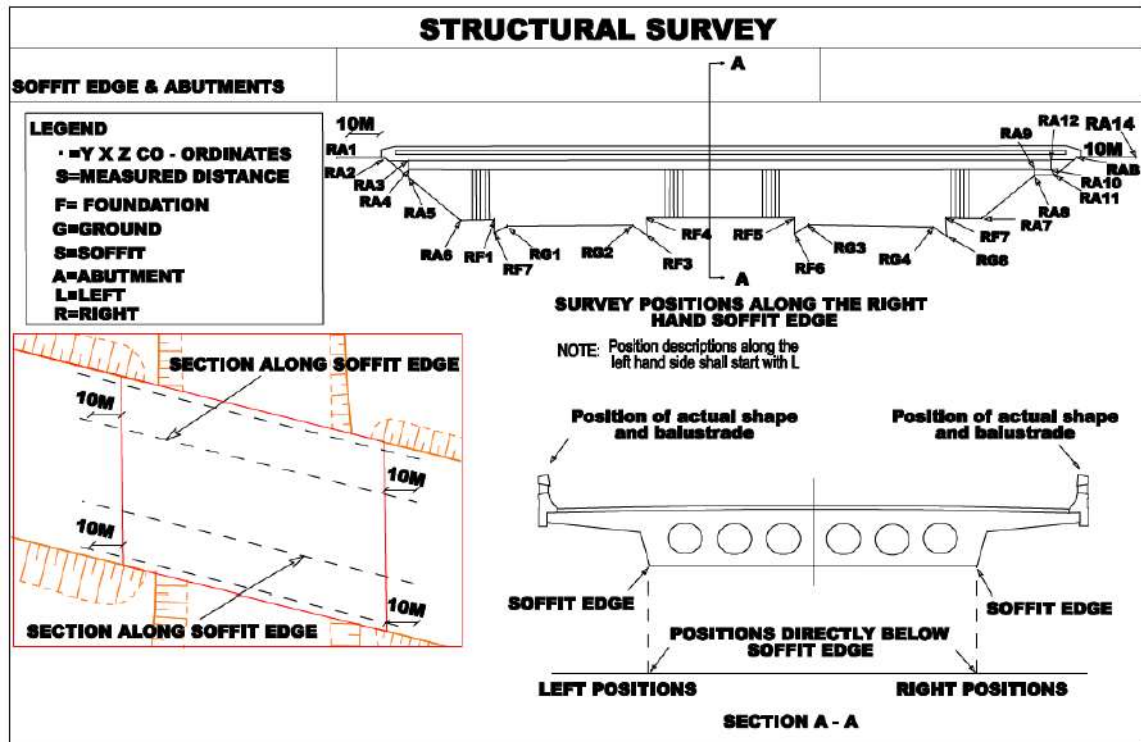


Figure 9: Positions of survey points on soffit edges and abutments

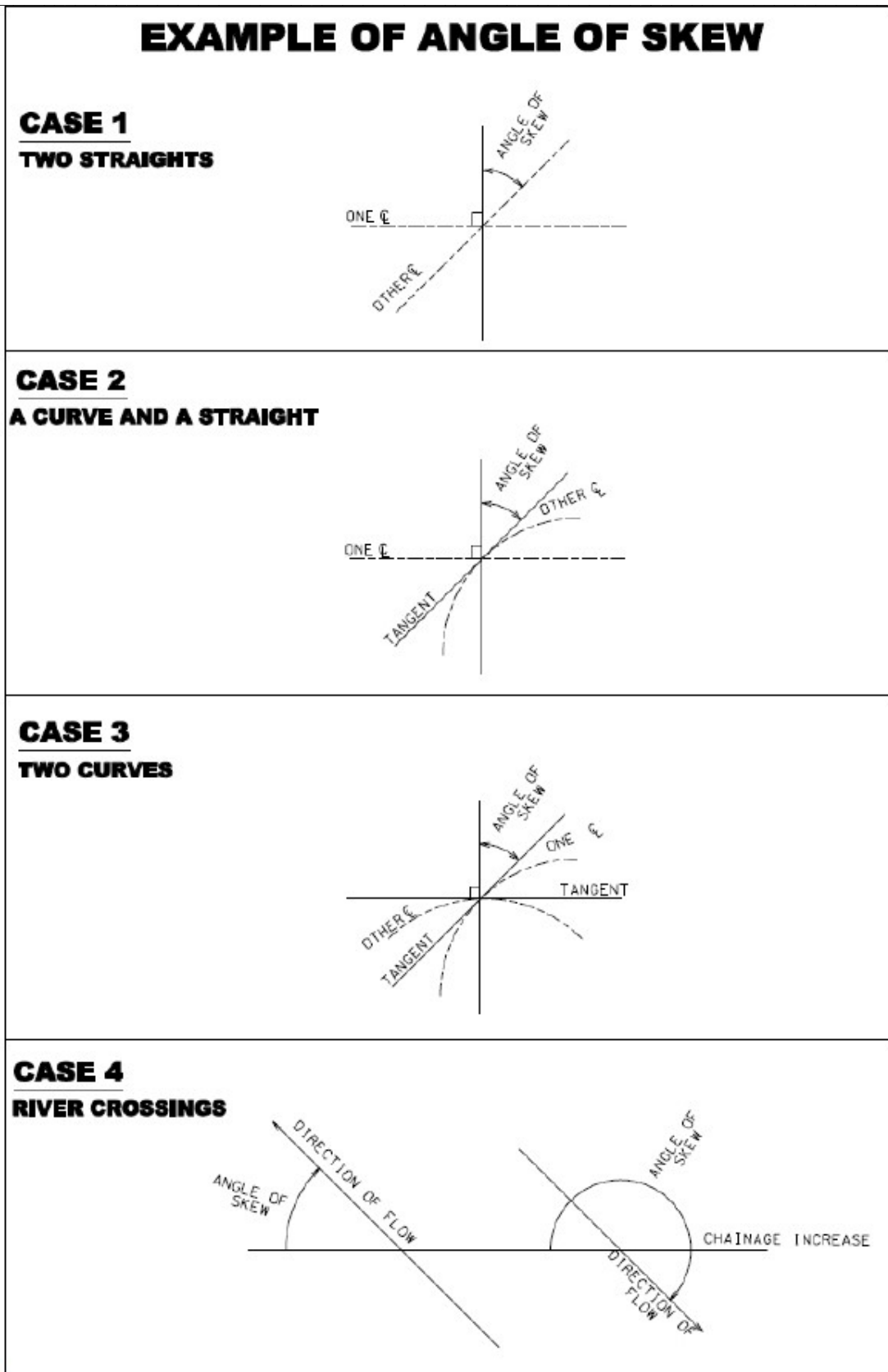


Figure 10: Example of angle or skew



ANNEXURE C:  
STANDARD  
SURVEY SYMBOLS














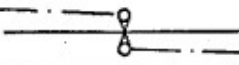
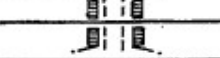
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ANNEXURE 1

STANDARD		SYMBOLS	
LAND SURVEY	TRIGONOMETRICAL BEACON		
	SURVEY STATION		
	CADASTRAL OR MINING BEACON		
	PHOTO GROUND CONTROL	FIXED HORIZONTALLY & VERTICALLY	
		FIXED HORIZONTALLY	
		FIXED VERTICALLY	
BENCH MARK			
BOUNDARIES, FENCES, ETC.	SAR BOUNDARY	FENCED	
		UNFENCED	
	SECURITY FENCE	ON BOUNDARY	
		NOT ON BOUNDARY	
	FENCE		
	GATE	IN FENCE	
		ACROSS TRACK	
CATTLE GUARD			

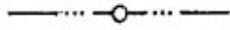
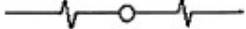

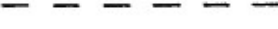





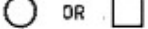




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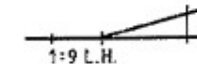


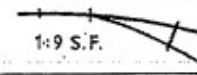
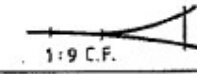
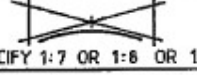

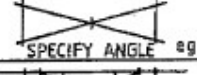


ANNEXURE 1

STANDARD SYMBOLS		
WIRES, CABLES AND PIPES	TELEPHONE OR TELEGRAPH ROUTE (SPECIFY NUMBER OF WIRES)	
	POWER ROUTE SPECIFY eg. ESCOM, 88 kV, 2 WIRES,	
	CABLE OR PIPE (SPECIFY) SURFACE	
	UNDERGROUND	
	MARKER FOR UNDERGROUND CABLE OR PIPE	
	MANHOLE (CABLE, STORMWATER, SEWER, ETC.)	
	FIRE HYDRANT	
	WATER METER	
	WATER VALVE	
	WATER TANK (STATE CAPACITY & HEIGHT OF TOWER)	
LOCO WATERING POINT	STANDPIPE	
	GANTRY	
CULVERTS	BOX CULVERT SPECIFY SIZE	
	PIPE CULVERT SPECIFY SIZE	



STANDARD SYMBOLS		PRETORIA	WITBANK
GENERAL TRACK ITEMS	EXISTING TRACK		
	BEGINNING OR END OF CIRCULAR CURVE		
	TRANSITION CURVE		
	STOP BLOCK		
	SAND DRAG		
	DERAILER	1. HAYES DERAILER 2. DERAILING SWITCH 3. SCOTCH BLOCK 	
	BLOCK JOINT	1. ONE RAIL 2. BOTH RAILS 	
	LOCKING BAR OR SAFETY BAR	1. ONE RAIL 2. BOTH RAILS 	
	SPLICE JOINT		
	RAIL AND FLANGE LUBRICATOR		
	AXLE COUNTER		
	CLEARANCE MARKER		
	ASH PIT		
	MASS BRIDGE		
OFF-TRACK PLATFORM			















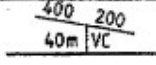






ANNEXURE 1

STANDARD SYMBOLS	
TURN - OUTS AND CROSSINGS	<b>TURNOUT</b> SPECIFY ANGLE AND HAND eg. 1:9 L.H. 
	<b>EQUAL SPLIT</b> 
	<b>UNEQUAL SPLIT</b> 
	<b>SIMILAR FLEXURE</b> 
	<b>CONTRARY FLEXURE</b> 
	<b>SINGLE SLIP</b> SPECIFY 1:7 OR 1:8 OR 1:9 
	<b>DOUBLE SLIP</b> SPECIFY ANGLE eg 1:7 
	<b>DIAMOND CROSSING</b> SPECIFY ANGLE eg 1:4,5 
	<b>SCISSORS CROSSING</b> SPECIFY ANGLE eg 1:6 
	SIGNALS
<b>COLOUR LIGHT SIGNAL</b> 	

Tender Number: TNPA/2024/01/0010/52931/RFQ

Description of the Services: For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

ANNEXURE 1

STANDARD		SYMBOLS		
NOTICE BOARDS	TELEPHONE			
	NAME BOARD		 OR 	
	WHISTLE BOARD			
	NOTICE BOARD		 OR 	
	WATERING BOARD			
	WARNING BOARD		 OR  CTC	
	SPEED RESTRICTION			
	SPEED DERESTRICTION			
SIGN POSTS	LEVEL CROSSING SIGNS	DISTANT		
		CLOSE - UP		
		WITH FLASHING LIGHTS		
	GRADE POST	V.C. OF 120 m OR SHORTER		
		V.C. SUMMIT LONGER THAN 120 m		
		SAG		
	KILOMETRE POST		1. 	2. 
		1. FULL KILOMETRE 2. HALF KILOMETRE		





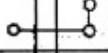





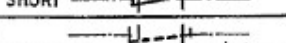
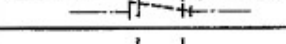
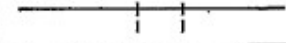

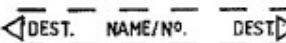
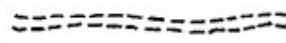

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ANNEXURE 1

STANDARD SYMBOLS		
TRACTION MASTS	CANTILEVER MAST	
	PUSH PULL - OFF MAST	
	PULL - OFF MAST	
	DOUBLE BOOM	
	DOUBLE BOOM WITH RAKING LEG	
	TENSION BRIDGE	
	BRIDGE MAST	
	SWITCH STRUCTURE	
	ANCHOR MAST	
LEVEL CROSSINGS	LIFTING BOOM	LONG  SHORT 
	SWINGING BOOM	
	OPEN	
ROADS AND PATHS	TARRED	
	GRAVEL	
	TRACKS	
	FOOTPATH	



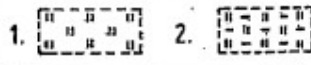

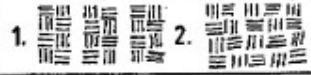


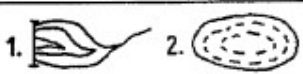
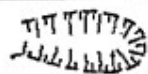

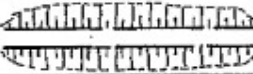

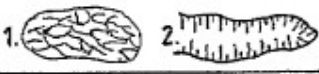
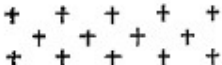
Tender Number: TNPA/2024/01/0010/52931/RFQ

Description of the Services: For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

- 7 -

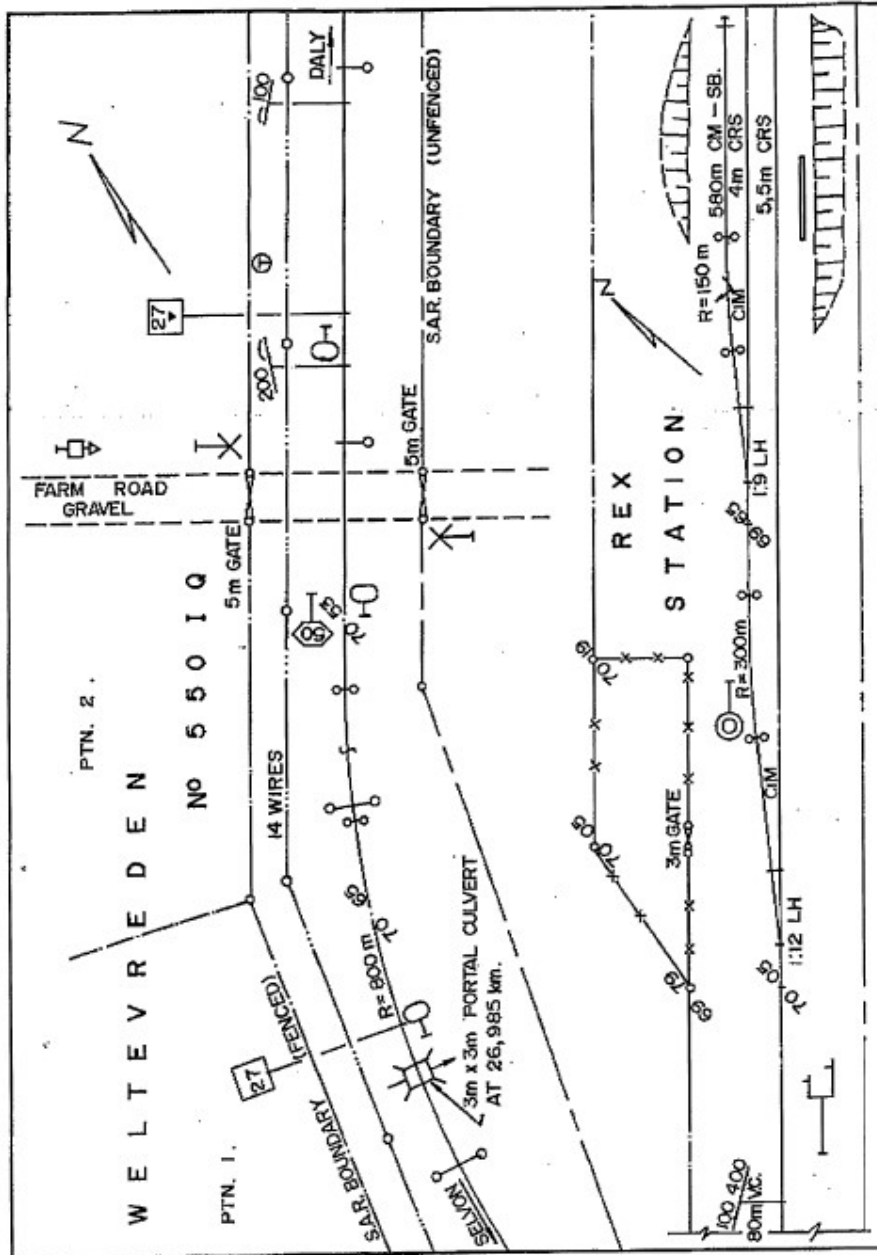
E13(1985)

ANNEXURE 1

STANDARD SYMBOLS	
LAND FEATURES	PLANTATION / TREES / ORCHARD 
	BUSH 
	1. DRY LAND 2. IRRIGATED LAND 
	LOOSE BOULDERS 
	ROCK OUTCROP 1. SCATTERED 2. CONTINUOUS 
	CLIFF 
	MARSH 
	1. DAM 2. LAKE / PAN 
	QUARRY OR BORROW PIT 
	OUMP OR EARTH MOUND 
	FILL 
	CUTTING 
	1. SURFACE EROSION 2. DONGA 
	CEMETERY 

USE OF SYMBOLS

E 13 (1985)  
ANNEXURE 2

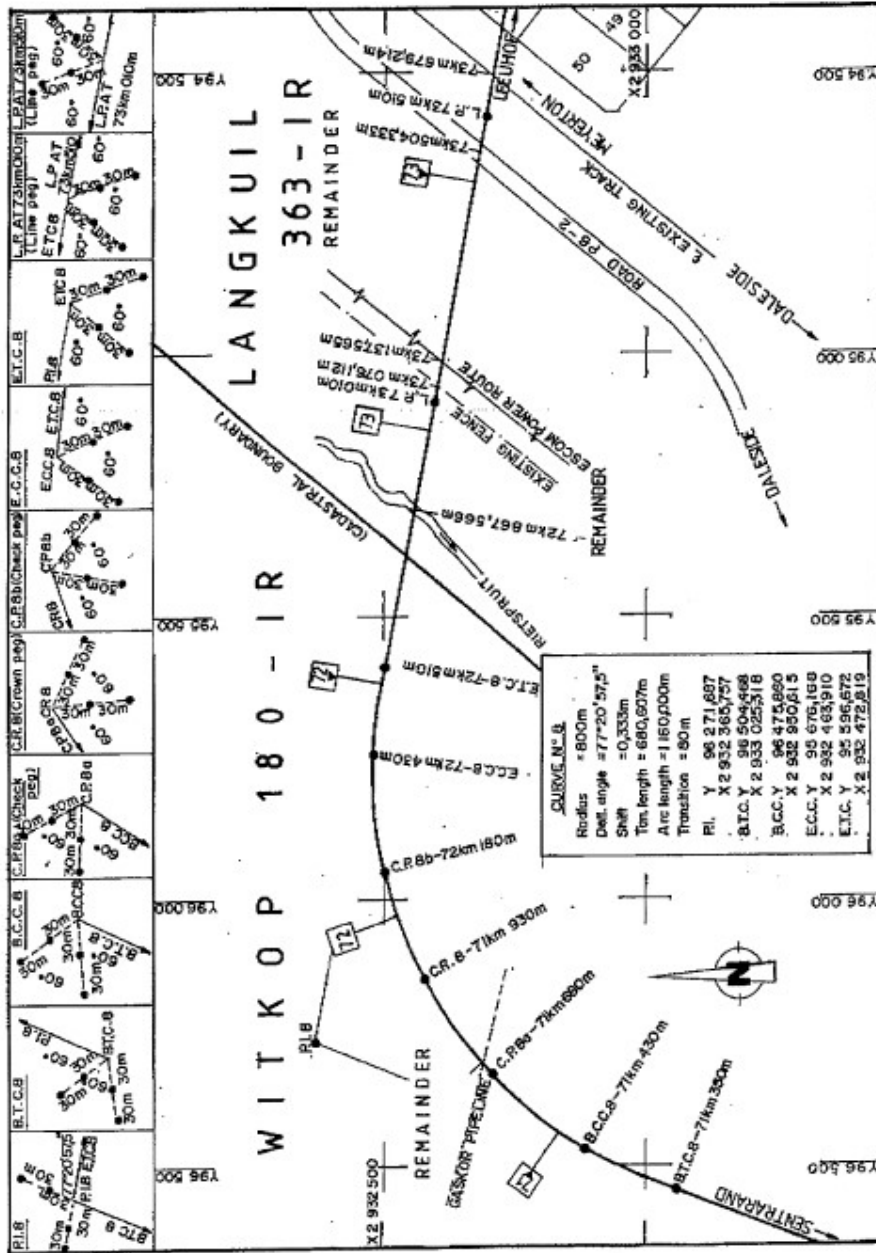


Tender Number: TNPA/2024/01/0010/52931/RFQ

Description of the Services: For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

STAKED LINE DRAWING

E13 (1985)  
ANNEXURE 3

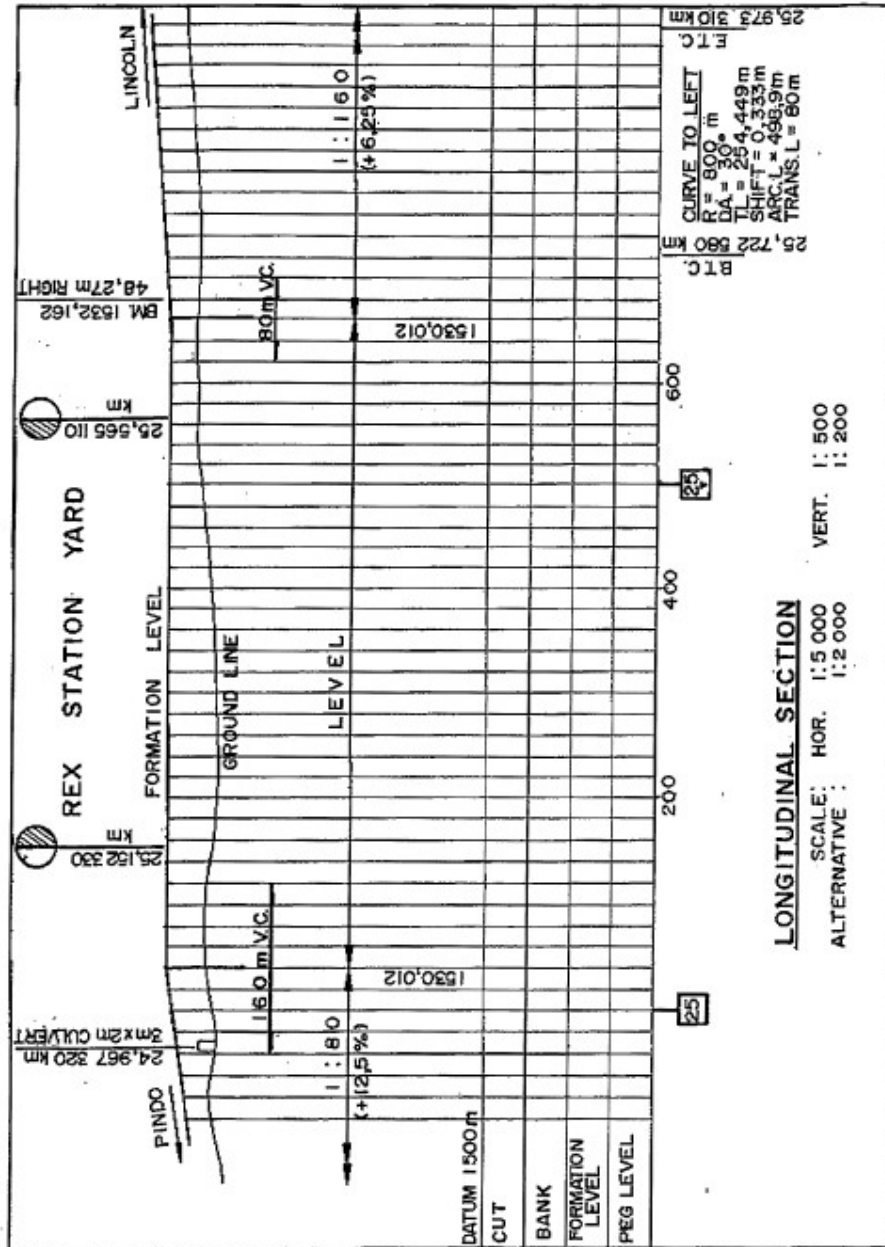


Tender Number: TNPA/2024/01/0010/52931/RFQ

Description of the Services: For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

**LONGITUDINAL SECTION**

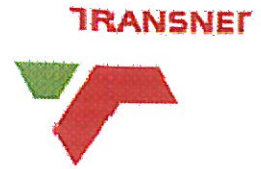
E 13 (1985)  
**ANNEXURE 4**







ANNEXURE D:  
TCP CAD  
STANDARDS  
(ENG-STD-0001)




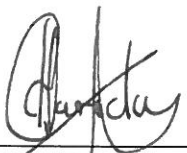
Note: If hardcopy, check electronic system for latest revision

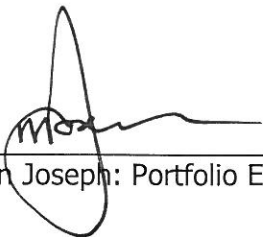
# Transnet Capital Projects: Project Development and Execution: Engineering

## CAD Standards

### ENG-STD-0001

Prepared by:  20 SEPT 2010  
 Drawing Standards Committee  
 (Chairman: Ketan Bindapersad) Date

Reviewed by:  2011/09/20  
 Engineering Management  
 (Represented by Ashley Haridas) Date

Approved by:  20/09/2011  
 Mervin Joseph: Portfolio Executive: Engineering Date

00	20.09.10	Issued for Use
<b>Rev No.</b>	<b>Date</b>	<b>Revision Details</b>



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## 1. Purpose

The purpose of this document is to ensure that all CAD files and drawings are created in a logical and consistent format, and in a manner reflecting consistent design practice during the execution of the Projects within Transnet Capital Projects.

## 2. Scope

This standard applies to all PD&E and engineering personnel within Transnet Capital Projects, as well as external contractors and consultants appointed by PD&E, whom are responsible for developing, creating and issuing drawings.

All Engineering staff, contractors and consultants that are involved in the production of drawings for TCP, will be issued with this standard and must ensure compliance. It is noted that where fabrication shop details are required, it is not necessary for the contractor to comply with these standards and their own CAD packages may be used.

General drawing practice shall comply with current discipline-specific South African Standards.

In certain cases clients may prescribe standards different from this document.

## 3. References

- ISO 9001: Quality management systems- Requirements
- SANS 10144: Detailing of steel reinforcement for concrete
- SANS 10143: Building Drawing Practice
- SANS 1044-2: Welding Part II: Symbols
- SANS 10111: Engineering Drawing Part 1,2 and 3
- SANS 282: Bending dimensions of bars for concrete reinforcement
- South African Institute of Steel Construction (SAISC) Standard
- SYS-P-0001: Transnet Programme Numbering/Codification Procedure
- BS 3939: Graphical symbols for electrical power, telecommunications and electronic diagrams
- BBB0041: Preparation of Drawings for Transnet Freight Rail
- BBB4354 : Preparation of signalling documents
- BBD 5371 : CAD Standard for technical Documentation
- SANS NRS 1002 : Graphical symbols for Electrical Diagrams
- CSE Z 148: Symbols for Signalling



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- Transnet Bridge Code 1983
- BBB4354: Technical asset life cycle management configuration management
- ENG-P-0105: Engineering Drawings

## 4. Responsibility

Administrators of the Drawing Standards are responsible for monitoring the implementation of the Standards and ensuring adherence to the Standards.

Any proposed changes to the Drawing Standards must be reviewed by the Drawing Standards Committee, as constituted from time to time by the Portfolio Executive, Engineering. Final approval vests in the Portfolio Executive Engineering.

## 5. Procedure

This standard should be read together with Engineering Procedure ENG-P-0105: Engineering drawings

## 6. Drawing Standard

### 6.1 Glossary of Terms

2D	Two Dimensional
3D	Three Dimensional
CAD	Computer Aided Design
DGN	MicroStation format graphics files and suffix
DWG	AutoCAD format graphics files and suffix
NTS	Not to Scale

### 6.2 Software

Only the most current versions of AutoCad and Microstation are to be used.

### 6.3 Units

All drawings will conform to SI units (Systems International)

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## 6.4 Language

All notes, comments and text will be in the English language (UK Standard)

All instructions on a drawing shall be in the imperative tense i.e.: Pipe to be cut, connection to be welded.

## 6.5 Templates

A template with all title blocks, text attributes, layer or level controls must be used when starting a new drawing. Templates are set up for each specific discipline i.e. Civil must use their specific templates, Architects their specific template etc. These discipline specific templates contain the discipline specific layer or level control.

Drawings/models must be done in model space. Viewports must then be created in the paper space at the required scale.

Notes must be done in paper space i.e. on the actual drawing sheet.

## 6.6 Drawing sizes

Designation	Trimmed Size
A0	841 x 1189
A1	594 x 841
A2	420 x 594
A3	297 x 420
A4	210 x 297

Long drawings, where necessary for wiring/circuit diagrams, cable run diagrams, track layouts etc. shall be prepared with widths equal to the widths of "A" series sheets, as required.

## 6.7 Scales

The requirements of scale settings are as follow:

When using model space, the design must always be full size, i.e. active scale = 1:1. The title block shall not be scaled.

The viewport will be created on the drawing sheet (in paper space) and scaled to the required scale, rather than trying to scale the drawing sheet to a scale.



## Transnet Capital Projects

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In the case of non-dimensional drawings such as diagrammatic drawings, the viewport must be scaled to suit the drawing sheet.

Different vertical and horizontal scales may be chosen in order to exaggerate a profile or to clarify thin layers of a section.

### The preferred scales are:

1:1	1:2	1:5
1:10	1:25	1:50
1:100	1:20	1:500
1:1000	1:200	1:5000
1:10000	1:2000	1:50000
1:100000	1:20000	

## 6.8 Text Attributes

All text shall be in Arial font, with a width factor of 0.7mm

Layer	Colour	Line type	Line weight	Plot style	Use/description
T2	WHITE	CONT	0.25	MONO	General text 2.5mm
T3	YELLOW	CONT	0.35	MONO	General text 3.5mm
T5	RED	CONT	0.50	MONO	General text 5.0mm
T7	GREEN	CONT	0.70	MONO	General text 7.0mm

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## 6.9 Dimensioning

All detailed dimensions shall be in millimetres

All elevations shall be in metres up to 3 decimal places, and clearly indicated, i.e.:

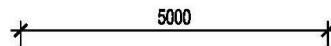
EL 23.000 m

Co-ordinates shall be stated in metres to 3 decimal places.

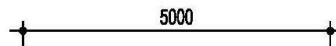
Dimensioning must be done whilst in paper space, in an **active** viewport. This is done so that the dimension size will always be consistent in scale i.e. it will be relative in scale to the scale that the viewport is set at.

Dimensions are not to be exploded.

Examples:



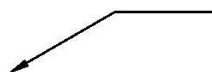
*Dimension with oblique line*



*Dimension with dot*



*Dimension with arrow*



*Leader*

## 6.10 Hatching

All hatching to be done in accordance with SANS 10143





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## 6.11 Layer Control

Standard layers with their own identities will be used in all drawings. The following categories apply:

1. Common layers (without discipline prefix)
2. Architectural layers (A\_)
3. Civil layers (C\_)
4. Structural layers (S\_)
5. Electrical, light and power layers (E\_)
6. Mechanical layers (M\_)
7. Overhead Track Equipment layers (O\_)
8. Signal layers (N\_)
9. Telecommunications layers (V\_)
10. Bridge layers (B\_)
11. Water layers (W\_)
12. Perway layers (P\_)
13. G.I.S. / Land surveying layers

There are no specific layers set out in this document; save to say that text and all different objects and features must be named in its own layer.

***Should further Layers or Levels be required the discipline specific prefix should be used.***

COMMON LAYERS						
LAYER NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
0	STANDARD LAYER	WHITE	CONT	0.25	MONO	YES
DIMS	DIMENSIONS (PER SCALE)	WHITE	CONT	0.25	MONO	YES
HATCH	GENERAL HATCHING	11	CONT	0.18	MONO	YES
HATCH- 252	HATCHING IN COLOUR 252	252	CONT	DEFAULT	COLOUR	YES
HATCH- 254	HATCHING IN COLOUR 254	254	CONT	DEFAULT	COLOUR	YES
T2	GENERAL TEXT 2.5mm	WHITE	CONT	0.25	MONO	YES
T3	GENERAL TEXT 3.5mm	YELLOW	CONT	0.35	MONO	YES
T5	GENERAL TEXT 5.0mm	RED	CONT	0.50	MONO	YES
T7	GENERAL TEXT 7.0mm	GREEN	CONT	0.70	MONO	YES
VPORT	VIEWPORTS IN LAYOUTS	254	CONT	DEFAULT	NORMAL	NO
FRAME	TITLE BLOCK FRAME	WHITE	CONT	0.25	MONO	YES
LOGOS	LOGO LAYER	WHITE	CONT	0.25	MONO	YES



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<b>ARCHITECTURE</b>						
<b>LAYER NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
A_BR-N	NEW BRICKWALLS	RED	CONT	0.5	MONO	YES
A_BR-X	EXTG BRICKWALLS	YELLOW	CONT	0.35	MONO	YES
A_CONC-N	NEW CONCRETE	GREEN	CONT	0.7	MONO	YES
A_CONC-X	EXTG CONCRETE	YELLOW	CONT	0.35	MONO	YES
A_DOOR	DOORS	MAGENTA	CONT	0.18	MONO	YES
A_FIT	FITTINGS	CYAN	CONT	0.18	MONO	YES
A_FLFIN	FLOOR FINISH	8	CONT	0.13	MONO	YES
A_GRID	GRIDLINES	9	CENTRE	0.18	MONO	YES
A_HIDE	HIDDEN LINES	CYAN	HIDDEN	0.18	MONO	YES
A_PART-N	NEW PARTITIONS	BLUE	CONT	0.7	MONO	YES
A_PART-X	EXTG PARTITIONS	YELLOW	CONT	0.35	MONO	YES
A_REM	DEMOLISH/REMOVE	9	DASHED	0.18	MONO	YES
A_WIN	WINDOWS	MAGENTA	CONT	0.18	MONO	YES
G1	GENERAL 0.18	11	CONT	0.18	MONO	YES
G2	GENERAL 0.25	WHITE	CONT	0.25	MONO	YES
G3	GENERAL 0.35	YELLOW	CONT	0.35	MONO	YES
G5	GENERAL 0.5	RED	CONT	0.5	MONO	YES
G7	GENERAL 0.7	BLUE	CONT	0.7	MONO	YES
H	HATCH	11	CONT	0.18	MONO	YES
H-252	SOLID HATCH/INFILL	252	CONT	0.25	COLOUR	YES
H-254	SOLID HATCH/INFILL	254	CONT	0.25	COLOUR	YES
A_SITE	SITE AND LOCALITY PLANS	RED	CONT	0.18	MONO	YES
A_DIM	DIMENSIONS	RED	CONT	0.18	MONO	YES
A_BR-N2	CAVITIES	RED	CONT	0.18	MONO	YES
A_SEW	DRAINAGE PLAN	GREEN	CONT	0.40	MONO	YES
A_SW	STORMWATER PLAN & SECTION	RED	CONT	0.18	MONO	YES
A_BL	BUILDING LINE	8	HIDDEN	0.13	MONO	YES

<b>CIVIL</b>						
<b>NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
C_BENCH	BENCH MARKS	WHITE	CONT	0.25	MONO	YES
C_BLD-N	PROPOSED BUILDINGS	GREEN	CONT	0.35	MONO	YES
C_BLD-X	EXISTING BUILDINGS	RED	CONT	0.18	MONO	YES
C_BRG-N	PROPOSED BRIDGES	GREEN	CONT	0.35	MONO	YES
C_BRG-X	EXISTING BRIDGES	RED	CONT	0.18	MONO	YES
C_CHAIN	CHAINGE	MAGENTA	CONT	0.15	MONO	YES
C_CONC	CONCRETE SURFACING	GREEN	CONT	0.35	MONO	YES
C_CONC-B	CONCRETE BELOW GROUND LEVEL	YELLOW	DASH	0.25	MONO	YES
C_CRANE	CRANE RAILS & EQUIPMENT	YELLOW	CONT	0.25	MONO	YES



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CIVIL						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
C_CULV-N	PROPOSED CULVERTS	GREEN	CONT	0.35	MONO	YES
C_CULV-X	EXISTING CULVERTS	MAGENTA	CONT	0.15	MONO	YES
C_FNC-PA-X	EXISTING FENCING- PALISADE	MAGENTA	FENCE2	0.15	MONO	YES
C_FNC-PC-X	EXISTING FENCING- PRECAST CONCRETE	MAGENTA	DIVIDE	0.15	MONO	YES
C_FNC-ST-X	EXISTING FENCING-STEEL/WIRE	CYAN	FENCE3	0.25	MONO	YES
C_FNC-PA-N	FENCING-PALISADE	YELLOW	FENCE2	0.25	MONO	YES
C_FNC-PC-N	FENCING-PRECAST CONCRETE	YELLOW	DIVIDE	0.25	MONO	YES
C_FNC-ST-N	FENCING-STEEL/WIRE	YELLOW	FENCE3	0.25	MONO	YES
C_FORM-N	PROPOSED FORMATION	4	CONT	0.70	MONO	YES
C_FORM-X	EXISTING FORMATION	41	CONT	0.25	MONO	YES
C_GRID	GRID LINES	251	CONT	0.01	MONO	YES
C_GR-LN	GROUND LINE	MAGENTA	DASH	0.15	MONO	YES
C_KERB-N	PROPOSED KERBING	GREEN	CONT	0.35	MONO	YES
C_KERB-X	EXISTING KERBING	MAGENTA	CONT	0.15	MONO	YES
C_PAV	PAVING	WHITE	CONT	0.25	MONO	YES
C_PREM	PREMIX SURFACING	YELLOW	CONT	0.25	MONO	YES
C_RD-M	PROPOSED ROAD MARKINGS	WHITE	CONT	0.25	MONO	YES
C_RD-N	EXISTING ROAD MARKINGS	251	CONT	0.01	MONO	YES
C_REM	REMOVED/DEMOLISHED CIVIL WORKS	251	HIDDEN	0.01	MONO	YES
C_RES	RESERVOIRS	YELLOW	CONT	0.25	MONO	YES
C_RET	RETAINING STRUCTURES	GREEN	CONT	0.35	MONO	YES
C_SERV	SERVITUDES	93	DASHED2	0.25	MONO	YES
C_SEW-N	PROPOSED SEWER	40	DASH/DOT	0.50	MONO	YES
C_SEW-X	EXISTING SEWER	41	DASH/DOT	0.25	MONO	YES
C_SHORE	SHORE LINE, QUAY WALLS	CYAN	CONT	0.25	MONO	YES
C_SIGN-N	PROPOSED SIGNAGE	WHITE	CONT	0.25	MONO	YES
C_SIGN-X	EXISTING SIGNAGE	251	CONT	0.01	MONO	YES
C_SW-N	PROPOSED STORMWATER	150	DIVIDE	0.50	MONO	YES
C_SW-TXT-N	PROPOSED STORMWATER TEXT	2	CONT	0.25	MONO	YES
C_SW-X	EXISTING STORMWATER	151	DIVIDE	0.25	MONO	YES
C_SW-TXT-X	EXISTING STORMWATER TEXT	MAGENTA	CONT	0.15	MONO	YES
C_STEEL	STEEL STRUCTURES	YELLOW	CONT	0.25	MONO	YES
C_SLEV	SLEEVE PIPES	WHITE	DASH	0.25	MONO	YES
C_TR-CUR	CURVE DATA	WHITE	CONT	0.25	MONO	YES
C_TR-N	PROPOSED RAIL TRACKS	CYAN	CONT	0.50	MONO	YES
C_TR-X	EXISTING RAIL TRACKS	251	CONT	0.01	MONO	YES
C_TR-T	TEMPORARY RAIL TRACKS	YELLOW	CONT	0.25	MONO	YES
C_TUN-N	PROPOSED TUNNELS	102	DASH	0.70	MONO	YES
C_TUN-X	EXISTING TUNNELS	101	DASH	0.25	MONO	YES
C_WR-N	PROPOSED WATER (PIPES/FITTINGS)	80	BORDER	0.50	MONO	YES
C_WR-X	EXISTING WATER (PIPES/FITTINGS)	81	BORDER	0.25	MONO	YES



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<b>CIVIL</b>						
<b>NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
C_BB	BANK BOTTOM EXISTING	35	HIDDEN	0.25	MONO	YES
C_BT	BANK TOP EXISTING	35	DASHED	0.25	MONO	YES
C_BA	BANK BATTER EXISTING	35	CONT	0.25	MONO	YES
C_BB-N	BANK BOTTOM NEW	41	HIDDEN	0.25	MONO	YES
C_BT-N	BANK TOP NEW	41	DASHED	0.25	MONO	YES
C_BA-N	BANK BATTER NEW	41	CONT	0.25	MONO	YES
C_SHORE	SHORE LINE	CYAN	CONT	0.25	MONO	YES
C_QUAY	QUAY WALL	GREEN	CONT	0.25	MONO	YES
C_FIRE-E	FIRE EQUIPMENT	RED	CONT	0.25	MONO	YES
C_FIRE-P	FIRE SUPPLY PIPING	RED	DASHDOT	0.25	MONO	YES

<b>STRUCTURES</b>						
<b>NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
S_STEEL1	DETAIL1:5/1:10	GREEN	CONT	0.7	MONO	YES
S_STEEL2	PLAN/SECT/ELEV	WHITE	CONT	0.5	MONO	YES
S_STEEL3	DET/PLAN/SECT	YELLOW	DASHED	0.25	MONO	YES
S_STEEL4	DETAIL1:2	CYAN	CONT	1.2	MONO	YES
S_STEEL5	PLAN/SECT/ELEV	RED	CONT	0.18	MONO	YES
S_STEEL6	PLAN/SECT/ELEV	RED	DASHED	0.18	MONO	YES
S_STEEL7	PLAN/SECT/ELEV	RED	CENTRE	0.18	MONO	YES
S_STEEL8	DETAILS	YELLOW	DASHED	0.25	MONO	YES
S_STEEL9	EXISTING	RED	DASH/DOT	0.18	MONO	YES
S_STEEL10	EXISTING	YELLOW	DASH/DOT	0.25	MONO	YES
S_STEEL11	PLAN/SECT/ELEV	YELLOW	CONT	0.25	MONO	YES
S_STEEL12	PLAN/SECT/ELEV	YELLOW	CENTRE	0.18	MONO	YES
S_STEEL13	DETAILS	WHITE	DASHED	0.05	MONO	YES
S_CONC1	FOUND/PLAN	GREEN	CONT	0.7	MONO	YES
S_CONC2	REBAR DETAIL	GREEN	CONT	0.7	MONO	YES
S_CONC3	REBAR FOUND	YELLOW	CONT	0.25	MONO	YES
S_CONC4	REBAR FOUND	YELLOW	DASHED	0.25	MONO	YES
S_CONC5	REBAR FOUND	WHITE	CONT	0.5	MONO	YES
S_CONC6	REBAR FOUND	WHITE	DASHED	0.5	MONO	YES
S_CONC7	REBAR FOUND	RED	CENTRE	0.18	MONO	YES
S_CONC8	REBAR FOUND	BLUE	CONT	1.0	MONO	YES
S_WALLS	WALLS	RED	CONT	0.18	MONO	YES
S_HATCH	PROPOSED HATCH	8	CONT	0.01	MONO	YES
S_HATCH EX	EXISTING HATCH	15	Cont	0.065	MONO	YES
S_SLABLINE	SLAB LINE	MAGENTA	Cont	0.18	MOMO	YES
S_REBAR	REBAR	CYAN	CONT	0.50	MONO	YES



*Note: If hardcopy, check electronic system for latest revision*

STRUCTURES						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
S_COLUMN	COLUMN PLAN	GREEN	CONT	0.35	MONO	YES
S_CONC SECT	CONCRETE SECTION	CYAN	CONT	0.5	MONO	YES
S_CONC SECT	CONCRETE SECTION HATCH	8	CONT	0.01	MONO	YES
S_REBAR	REBAR SECTION	RED	CONT	0.18	MONO	YES
S_DIMENSIO	DIMENSION	RED	CONT	0.18	MONO	YES
S_BEAM_DS	BEAM DS	BLUE	CONT	0.7	MONO	YES
S_BEAM_US	BEAM US	BLUE	CONT	0.7	MONO	YES

ELECTRICAL, LIGHT AND POWER						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
E_CABLE	ELECTRICAL CABLES BELOW SURFACE	222	ELEC-1	0.35	MONO	YES
E_CDUCT	DOWN CONDUCTORS	BLUE	CONT	0.70	MONO	YES
E_COND	CONDUITS	WHITE	DASH	0.25	MONO	YES
E_DBOARD	DISTRIBUTION BOARDS	YELLOW	CONT	0.35	MONO	YES
E_EARTH	EARTH SPIKE	RED	CONT	0.50	MONO	YES
E_EX	EXISTING ELECTRICAL	9	CONT	0.18	SCREEN60	YES
E_LUM	LUMINAIRES	RED	CONT	0.50	MONO	YES
E_PSKIRT	POWER SKIRTING	245	DASH	2.00	MONO	YES
E_REM	REMOVED/OBSOLETE ELEC ITEMS	CYAN	DASH	0.25	MONO	YES
E_SW-SOC	LIGHT SWITCHES, SOCKET OUTLETS	WHITE	CONT	0.25	MONO	YES
E_WIRE	ELECTRICAL WIRING	YELLOW	CONT	0.35	MONO	YES
E_ELP	ELECTRICAL LIGHT POLE	RED	CONT	0.25	MONO	YES
E_HLM	HIGH LIGHT MAST	RED	CONT	0.25	MONO	YES

MECHANICAL						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
M_AIRCON	AIRCONDITIONERS	MAGENTA	CONT	0.25	MONO	YES
M_DUCT	AIRCON DUCTING	WHITE	CONT	0.25	MONO	YES
M_FANS	EXTRACTOR & CEILING FANS	CYAN	CONT	0.25	MONO	YES

OVERHEAD TRACK EQUIPMENT						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
O_STRC-X	EXISTING STRUCTURES	WHITE	CONT	0.25	MONO	YES
O_STRC-N	PROP. STRUCTURES	RED	CONT	0.50	MONO	YES
O_MOFF-X	EXISTING MAKE OFF WIRES	WHITE	CONT	0.70	MONO	YES



*Note: If hardcopy, check electronic system for latest revision*

<b>OVERHEAD TRACK EQUIPMENT</b>						
<b>NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
O_MOFF-N	PROP MAKE OFF WIRES	RED	CONT	0.50	MONO	YES
O-EARTH-X	EXISTING EARTH WIRE	WHITE	CONT	0.18	MONO	YES
O-EARTH-N	PROP EARTH WIRE	BLUE	DASH	0.30	MONO	YES
O-TLINE-X	EXISTING TRANS -MISSION LINE	WHITE	CONT	0.50	MONO	YES
O-TLINE-N	PROP TRANS -MISSION LINE	GREEN	CONT	0.35	MONO	YES
O_NEG RET-X	EXISTING NEG. RETURN	WHITE	C-DOT	0.35	MONO	YES
O_NEG RET-N	PROP NEG. RETURN	BLUE	C-DOT	0.50	MONO	YES

<b>SIGNALS</b>						
<b>NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
N_EQ-N	PROPOSED SIGNAL EQUIPMENT	232	CONT	0.50	MONO	YES
N_EQ-X	EXISTING SIGNAL EQUIPMENT	231	CONT	0.25	MONO	YES
N_CAB-X	SIGNAL CABLES EXISTING	201	PHANTOM	0.25	MONO	YES
N_CAB-N	SIGNAL CABLES NEW	201	DIVIDE	0.25	MONO	YES

<b>TELECOMMUNICATIONS</b>						
<b>NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
V_CBL-N	PROPOSED COMMS CABLES	202	PHANTOM	0.70	MONO	YES
V_CBL-X	EXISTING COMMS CABLES	201	PHANTOM	0.25	MONO	YES
V_NAV	NAVIGATION EQUIPMENT	214	CONT	0.25	MONO	YES
V_OPTIC-N	PROPOSED FIBER OPTIC CABLE	192	PHANT2	0.70	MONO	YES
V_OPTIC-X	EXISTING FIBRE OPTIC CABLE	191	PHANT2	0.25	MONO	YES
V_PNT-N	PROPOSED VOICE/DATA POINT	YELLOW	CONT	0.35	MONO	YES
V_PNT-X	EXISTING VOICE/DATA POINT	9	CONT	0.18	MONO	YES
V_REM	REMOVED/OBSOLETE COMMS ITEMS	CYAN	DASH	0.25	MONO	YES

<b>BRIDGE/MARINE</b>						
<b>NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
B_ABUT	ABUTMENT	GREEN	CONT	0.5	MONO	YES
B_BOL	BOLLARD	GREEN	CONT	0.5	MONO	YES
B_BORE	BOREHOLES	YELLOW	CONT	0.25	MONO	YES
B_CENT	CENTRE LINE	RED	CENTRE	0.18	MONO	YES
B_CONC	CONCRETE	GREEN	CONT	0.5	MONO	YES
B_CONTH	CONCRETE THIN	RED	CONT	0.18	MONO	YES
B_CONTHK	CONCRETE THIC	GREEN	CONT	0.5	MONO	YES



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BRIDGE/MARINE						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
B_CONMED	CONCRETE MED	YELLOW	CONT	0.25	MONO	YES
B_CONHIDTH	CONC HIDE THIN	RED	DASHED	0.18	MONO	YES
B_CONHIDTH	CONC HIDE THIC	YELLOW	DASHED	0.25	MONO	YES
B_CONCHIDM	CONC HIDE MED	WHITE	DASHED	0.35	MONO	YES
B_CONCHAT	CONC HATCH	RED	CONT	0.18	MONO	YES
B_CONCSHAD	CONC SHADE	11	GREYSCA		GREY	YES
B_CONCSHAD	CONC SHADE	12	GREYSCA		GREY	YES
B_CONCSHAD	CONC SHADE	13	GREYSCA		GREY	YES
B_CONCPIPE	CONC PIPES	WHITE	CONT	0.35	MONO	YES
B_CONTT	CONTOUR INTER	RED	CONT	0.18	MONO	YES
B_CONTMN	CONTOUR MAIN	YELLOW	CONT	0.25	MONO	YES
B_CADAS	CADASTRALS	RED	CONT	0.18	MONO	YES
B_CAISS	CAISSONS	WHITE	CONT	0.35	MONO	YES
B_COORD	COORDINATES	YELLOW	CONT	0.25	MONO	YES
B_DECK	DECK SLAB	WHITE	CONT	0.35	MONO	YES
B_EXIST	EXISTING	RED	CONT	0.18	MONO	YES
B-FEND	FENDERS	WHITE	CONT	0.35	MONO	YES
B_FIREHYD	FIRE HYDRANT	WHITE	CONT	0.35	MONO	YES
B_GRID	GRID LINES	RED	CENTRE	0.18	MONO	YES
B_HAND	HANDRAILING	WHITE	CONT	0.35	MONO	YES
B_KEYPL	KEY PLAN	YELLOW	CONT	0.25	MONO	YES
B_LOGRID	LO GRIDLINES	RED	CONT	0.18	MONO	YES
B_MANH	MANHOLES	WHITE	CONT	0.35	MONO	YES
B_MASCAP	MASS CAPPING	WHITE	CONT	0.35	MONO	YES
B_PAVE	PAVING	WHITE	CONT	0.35	MONO	YES
B_PARA	PARAPETS	WHITE	CONT	0.35	MONO	YES
B_PCBEAM	PC BEAMS	WHITE	CONT	0.35	MONO	YES
B_PIER	PIERS	WHITE	CONT	0.35	MONO	YES
B_REINFTHN	REBAR THIN	RED	CONT	0.18	MONO	YES
B_REINFTHC	REBAR THICK	GREEN	CONT	0.5	MONO	YES
B_REINFMED	REBAR MEDIUM	WHITE	CONT	0.35	MONO	YES
B_REINFHIDT	REBAR HIDE THN	RED	DASHED	0.18	MONO	YES
B_REINFHIDM	REBAR HIDE MED	YELLOW	DASHED	0.25	MONO	YES
B_REINFDIM	REBAR DIMENS	RED	CONT	0.18	MONO	YES
B_STEEL	STEEL WORKS	WHITE	CONT	0.35	MONO	YES
B_SLTDRAIN	SLOT DRAIN	WHITE	CONT	0.35	MONO	YES
B_WGS	WGS84 GRID	RED	CONT	0.18	MONO	YES
B_WWALL	WING WALLS	WHITE	CONT	0.35	MONO	YES
B_RETWALL	RETAIN WALL	WHITE	CONT	0.35	MONO	YES
B_GEN1	GENERAL 0.18	RED	CONT	0.18	MONO	YES
B_GEN2	GENERAL 0.25	YELLOW	CONT	0.25	MONO	YES



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<b>BRIDGE/MARINE</b>						
<b>NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
B_GEN3	GENERAL 0.35	WHITE	CONT	0.35	MONO	YES
B_GEN4	GENERAL 0.5	GREEN	CONT	0.5	MONO	YES
B_GEN5	GENERAL 0.7	CYAN	CONT	0.7	MONO	YES

<b>WATER (CIVIL)</b>						
<b>NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
W_PROP1	OIL SEP/BLDGS	GREEN	CONT	0.5	MONO	YES
W_PROP2	STRUCTURES	GREEN	DASHED	0.5	MONO	YES
W_PROP3	PIPES	WHITE	CENTRE	0.5	MONO	YES
W_REBAR1	LAYOUT	WHITE	CONT	0.7	MONO	YES
W_REBAR2	REINFORCING	BLUE	CONT	0.7	MONO	YES
W_REBAR3	REINFORCING	BLUE	DASHED	0.7	MONO	YES
W_REBAR4	LAYOUT	WHITE	DASHED	0.7	MONO	YES

<b>PERWAY LAYERS</b>						
<b>NAME</b>	<b>DESCRIPTION</b>	<b>COLOUR</b>	<b>LINE TYPE</b>	<b>LINE WEIGHT</b>	<b>PLOT STYLE</b>	<b>PLOT</b>
P_CAT-G	CATTLE GRID	GREEN	CONT	0.25	MONO	YES
P_GEOT	GEOTECHNICAL DATA	WHITE	CONT	0.25	MONO	YES
P_GR-LAY	LAYERWORKS	35	CONT	0.25	MONO	YES
P_TACHY-T	TACHY TEXT	WHITE	CONT	0.25	MONO	YES
P_TACHY-L	TACHY LEVEL	WHITE	CONT	0.25	MONO	YES
P_TACHY-L	TACHY POINTS	WHITE	CONT	0.25	MONO	YES
P_RD-G	ROAD GRAVEL	41	DASHED	0.25	MONO	YES
P_RD-M	ROAD MAIN	WHITE	CONT	0.25	MONO	YES
P_RD-S	ROAD SIGNS	WHITE	CONT	0.25	MONO	YES
P_TR-DES	TRACK DESIGN	RED	CONT	0.25	MONO	YES
P_TR-CO	TRACK CO-ORDS	WHITE	CONT	0.25	MONO	YES
P_TR-F	TRACK FUTURE	ORANGE	CONT	0.25	MONO	YES
P_TR-C	TRACK CENTRE LINE	WHITE	CENTER	0.25	MONO	YES
P_TR-TO	TRACK TURNOUTS	WHITE	CONT	0.25	MONO	YES
P_TR-UP	TRACK UPLIFT	252	HIDDEN	0.25	MONO	YES
P_TR-S	TRACK SLEEPERS	WHITE	CONT	0.25	MONO	YES
P_TR-R	TRACK RAILS	WHITE	CONT	0.25	MONO	YES
P_TR-EQ	TRACK EQUIPMENT	WHITE	CONT	0.25	MONO	YES
P_TR-SUR	TRACK SURVEYED	WHITE	CONT	0.25	MONO	YES



*Note: If hardcopy, check electronic system for latest revision*

PERWAY LAYERS						
NAME	DESCRIPTION	COLOUR	LINE TYPE	LINE WEIGHT	PLOT STYLE	PLOT
P_TEL-T	CABLE ROUTE TELCOM	201	PHANTOM	0.25	MONO	YES
P_TEL-N	CABLE ROUTE NEOTEL	201	DIVIDE	0.25	MONO	YES
P_TEL-TR	CABLE ROUTE TRANSNET	201	DASHDOT	0.25	MONO	YES
P_SUBS-D	SUBSOIL DRAIN, GEOFABRIC, FINDRAIN	111	CONT	0.25	MONO	YES

### 6.12 Section Lines



Section lines are to be as above. They are to be inserted as a block from the symbols library.

### 6.13 North Point



The North Point above is to be used. It is to be inserted as a block from the symbols library.

*Note: If hardcopy, check electronic system for latest revision*

### 6.14 The Title Block

The Title Block must reflect the following:

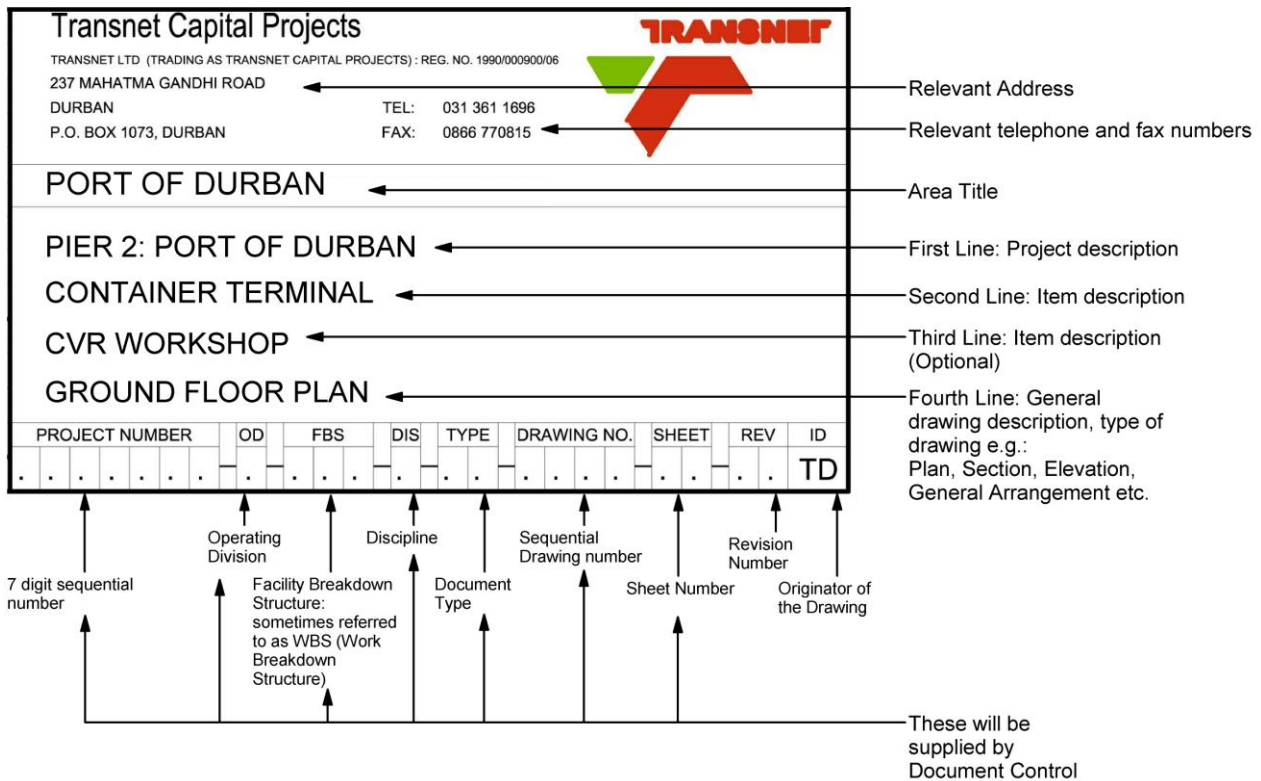


Figure 6.14.1 The Title Block



*Note: If hardcopy, check electronic system for latest revision*

### 6.15 Fields in the Signature Block

The Fields in the title block must reflect the following:

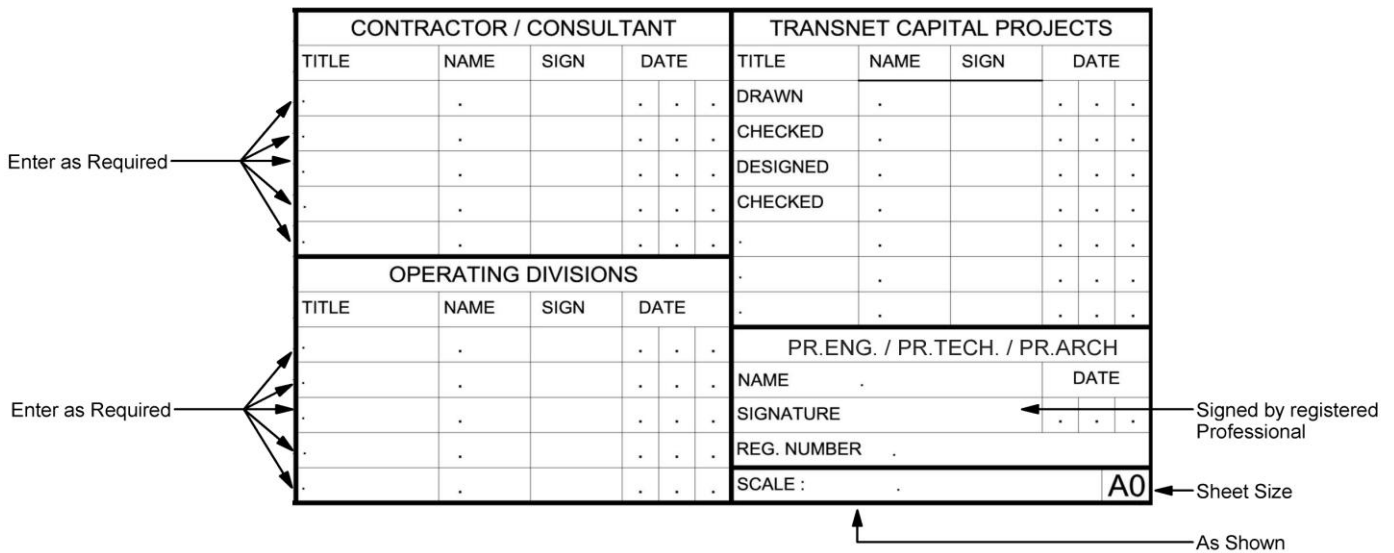


Figure 6.15.1 Fields in the Signature Block

### 6.16 Revised Drawings

All amendments to drawings must be clearly referenced and indicated on the original drawing together with the draughtperson’s name and date. The amendment block has provision for a checker’s signature, an approval signature and a date.

Drawings and amendments to drawings shall be indexed as follows:

- Internal TCP issue to have No. as ` 1, 2, 3 etc. Description to always read ` Issued internal review’.
- Tender drawings: No. to be alphabetical ie.: OA, OB, OC etc.
- Construction drawings : No. to be alpha-numerical ie.: 01, 02, 03 etc.
- As built drawings: ZZ
- All drawings shall have the revision raised to the next applicable revision reference (as stated above) which shall be inserted in the revision box of the drawing title block before any drafting is started.
- Previously revised drawings to be saved as and re-named to reflect the current revision number. Revisions to be noted from bottom to top and previous revision clouds to be removed from drawings.





*Note: If hardcopy, check electronic system for latest revision*

### 6.17 Reference Drawings

Drawing number as reflected in drawing title.

Drawing description as per general drawing description in title block.

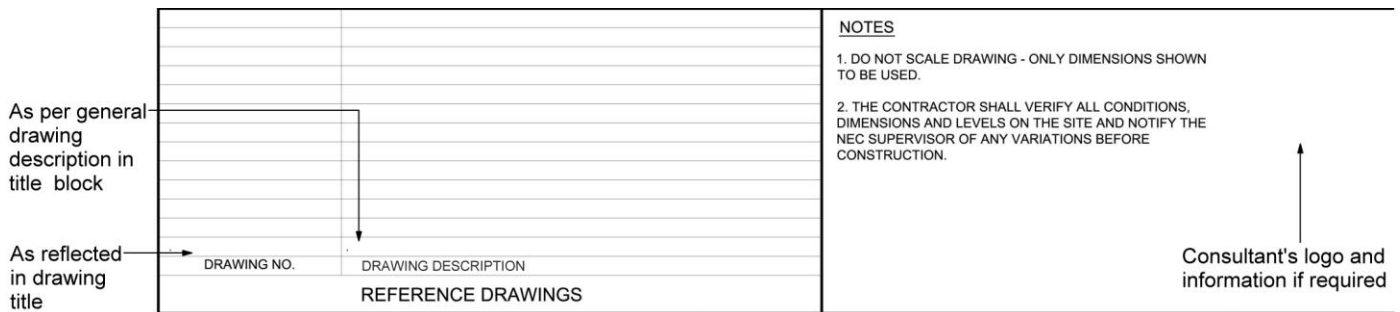


Figure 6.17.1 Reference Drawings

### 6.18 Key Plan usage

Key plans for different areas in the project are provided and should be referenced in. This approach allows any changes to the key plan to appear immediately on all drawings plotted from that point on.

*Note:* The drawing subject area is to be hatched on the current drawing.

### 6.19 Symbols and abbreviations

For Standard symbols Refer to:

- SANS 10143: Building drawing practice
- BBB0041: Preparation of drawings for Transnet Freight Rail
- SANS 1044: Welding Part II: Symbols
- BS 3939: Graphical symbols for electrical power, telecommunications and electronic diagrams
- Z148: Symbols for Signalling

If it is necessary to use symbols which are not standard national symbols, or located on the Transnet template, a new symbol may be created with its description tabled on the applicable drawing.

*Note: If hardcopy, check electronic system for latest revision*

## 6.20 Identification of Views

All views shall be identified in the following format:

- The two main forms of projection shall be used namely third and first angle projection.
- Indicate scale only if scale varies from title block scale
- Reference to a drawing where a section or a detail was taken is required if the view is shown on another drawing.
- Letters shall be used for details. Numbers shall be used for elevations and sections. Do not use letters "I" and "O"

Type	Format	Example
Details	Alpha	DETAIL A
Section	Numeric	SECTION 1
View	Alpha	VIEW X
Items	Alpha	ITEM A – TROLLEY FRAME



ANNEXURE E:  
SURVEY FEATURES  
CODE LIST

**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

DISCIPLINE	FEATURE CODE	CODE DESCRIPTION	COMMENT ON FEATURE
CAD / SURVEYOR	BM	BENCH MARK	
	GCS	GROUND CONTROL STATIONS	
	SIS	SURVEYOR'S INSTRUMENT/TRVERSE STATION	
	STD	SURVEYOR'S TRIGONOMETRICAL BEACON	
DTM	SS	SPOTSHOT OF NATURAL GROUND LEVEL	AS USED IN DIGITAL TERRAIN MODEL
TRACK	BBB	BOTTOM BALLAST BED	BOTTOM/TOE OF BALLAST BED (NOT FORMATION SHOULDER - IN YARD IGNORE FORMATION SHOULDER IF NOT CLEARLY DEFINED)
	BCC	BEGINNING OF CIRCULAR CURVE	POSITION WHERE BCC IS PAINTED ON TRACK SLEEPER
	BTC	BEGINNING TRANSITION CURVE	POSITION WHERE BTC IS PAINTED ON TRACK SLEEPER
	CL	CENTRE LINE OF TRACK	
	CLM	TRACK CLEARANCE MARKER	WHERE TRACK INTERVAL IS 2.4M
	ECC	END OF CIRCULAR CURVE	POSITION WHERE ECC IS PAINTED ON TRACK SLEEPER
	ELX	EDGE OF LEVEL-CROSSING	EDGE OF PRE-CAST CROSSING BLOCKS , WHERE SERVICE , GRAVEL , OR TAR ROAD CROSSES TRACK
	ETC	END OF TRANSITION CURVE	POSITION WHERE ETC IS PAINTED ON TRACK SLEEPER
	FPJ	FISHPLATED JOINTS	LIFT , JUNCTION OR TIGHT - JOINT TYPES
	IBJ	INSULATED BLOCK JOINTS	DRY , FACTORY OR SITE GLUED
	LLB	TURNOUT/SET , LAST LONG BEARER	
	LUB	OHTE HEIGHT GAUGE	
	OHG	POINT FEATURE , CATTLE GUARD	FITTED ON APPROACH TO LEVEL CROSSING TO AVOID ELECTROCUTION
	PCG	POINT FEATURE , CATCH POINT DEVICE	FITTED TO TRACK , NEXT TO LEVEL CROSSING
	PCP	POINT FEATURE , WORKSHOP INSPECTION PIT	
	PIP	POINT FEATURE , TRACK SLAB EDGE	
	PTS	GRADE POST	
	GRP	KILOMETRE (MILEAGE) REFERENCE MARKER	
	KM	SPEED RESTRICTION BOARD	
	SB	SIGN , NAME BOARD	STATION , TURNOUT OR OTHER INFORMATION SIGNS
SNB	SIGN , WHISTLE BOARD		



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	SWB	RAIL LEFT	
	RL	RAIL RIGHT	
	RR	STOPBLOCK BUFFER	
	SBB	SPLICE JOINTS	ALSO CALLED EXPANSION JOINT OR BREATHER
	SPJ	STOCK RAIL JOINTS	AHEAD OF TURNOUT/SET SWITCH TOE , TST
	TBB	TOP OF BALLAST BED	ADJACENT TO , BUT NOT ON THE SLEEPER END
	TCIP	TURNOUT/SET , TRACK CENTRE LINE	THEORETICAL INTERSECTION POINT
	TES	TURNOUT/SET , END OF SET	
	TET	TURNOUT/SET , END OF TURNOUT	
	TGR	GUARD RAILS IN TRACK	OVER BRIDGES , VIADUCTS , EXTENDED CULVERT LENGTHS
	TIP	TURNOUT/SET , INTERSECTION POINT	CROSSING INTERSECTION OF GAUGES
	TST	TURNOUT/SET , CROSSING TOE	
	TXN	TURNOUT/SET , CROSSING NOSE	PHYSICAL CROSSING NOSE
	W	WIELDS	FLASH-BUTT , THERMIT , GAS OR COPPER BLOCK TYPES
<b>SIGNALS</b>	SAX	SIGNAL AXLE COUNTER	
	SCL	COLOUR LIGHT SIGNAL POST	CENTRALISED RAIL TRAFFIC CONTROL SIGNALLING
	SCO	SIGNAL CABLE OVERHEAD	
	SCS	SIGNAL CABLE SURFACE LAID	
	SCU	SIGNAL CABLE UNDERGROUND	
	SDB	SIGNAL DISTRIBUTION BOX	
	SDR	SIGNAL DERAILER	
	SGS	GROUND SIGNAL	SIGNALLING IN YARD FOR SHUNTING
	SLB	TRESTLE / LOCKING BAR	
	SPM	POINT MOTOR	MECHANISED , IN LINE WITH DRIVE RODDING
	SSP	SEMAPHORE SIGNAL PYLON	LOCALISED RAIL TRAFFIC CONTROL SIGNALLING UTILISING WIRE RUNS NEXT TO TRACKS
STM	TUMBER	HAND OPERATED , IN LINE WITH DRIVE RODDING	
<b>OHTE (ELECTRIFICATIO)</b>	OM	OVERHEAD MAST	
	OMF	OVERHEAD MAST FOUNDATION	
	OPB	OVERHEAD POWER BOX	
<b>TRACTION</b>	TSS	TRACTION SUBSTATION	
	TTF	TRACTION TRANSFORMER	
	TTS	TRACTION TIE-STATION	

**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

<b>OPERATIONS</b>	CTC		
	LTC		
	LYC		
<b>RAIL RESERVE</b>	BB	BOTTOM BANK	
	BOC	BOTTOM OF CUTTING	
	CON	LINE OF CONSTRUCTION	LINE OF CONSTRUCTION UNDERTAKEN WHILE ON SITE
	FS	FORMATION SHOULDER	
	FT	FORMATION TOE	
	TB	TOP BANK	
	TOC	TOP OF CUTTING	
<b>DRAINAGE</b>	BC	INVERT LEVEL TO BE TAKEN AT ALL TIMES	
	BW		
	CAN		
	CP		
	CWM		
	EM		
	GAB	EROSION PROTECTION	
	MH		
	OBD		
	PC	INVERT LEVEL TO BE TAKEN AT ALL TIMES	
	PCD		
	PO		
	PSS		
	RAP	EROSION PROTECTION	
	RVR	TOP EDGE OF RIVER	
	SP	EROSION PROTECTION	
	STR	CENTRE OF STREAM, CREEK	
	TCD		
	TGB		
	THC		
USD			
VCD			
VGB			
VHC			
<b>ROADS</b>	EGR	EDGE GRAVEL ROAD	
	ETR	EDGE TAR ROAD	
	PCR	POINT FEATURE , CONCRETE RAMP	
	PCS	POINT FEATURE , CONCRETE SLAB	
	PFP	POINT FEATURE , FOOTPATH	
	PPS	POINT FEATURE , PAVED SURFACE	

**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

	RBM	ROAD BOOM	LEVEL CROSSING CONTROL, BOOM
	RBR	ROAD BARRIER	NEW JERSEY (CONCRETE, PLASTIC OR OTHER) BARRIER
	RCL	ROAD CENTRELINE	
	RGR	ROAD GUARD RAIL	
	RKB	ROAD KERB	
	RPB	ROAD PARKING BAY	
	RSP	ROAD SIGN POST	FOLLOWED BY R, T , W , SERIES SIGN ANNOTATION, RELEVANT SPEED INFO & POST DIAMETER
	RTX	ROAD NAME TEXT	
<b>STRUCTURES</b>	BHW	BOTTOM HEAD WALL	
	BWW	BOTTOM WING WALL	
	CAD	STRUCTURE	
	CMF	CONCRETE, MASS FOUNDATION	
	CPB	CORNER PERMANENT BUILDING	
	CTB	CORER TEMPORARY BUILDING	
	GAR	GARAGE STRUCTURES	ALL TYPES: COVERED, ROOFED AND/OR ENCLOSED
	HRB	HAND-RAIL, BRIDGES	
	HRT	HAND-RAIL, TRACK SIDE	
	HRW	HAND-RAIL, WORKSHOPS	
	LPR	LOADING PLATFORM, RAIL	
	LPV	LOADING PLATFORM, VEHICULAR	
	RCF	CONCRETE, REINFORCED FOUNDATION	
	SGC	STRUCTURE, GANTRY CONSTRUCTION	
	SLO	STRUCTURE, SILO	
	SOT	STRUCTURE, OVER TRACK	
	SST	STRUCTURE, STAIRS	
	THW	TOP OF HEAD WALL	
	TWW	TOP OF WING WALL	
	WMB	WALL, MASONRY BRICK	
WRC	WALL, REINFORCED CONCRETE		
WRK	WALL, ROCK		
WTS	WALL, TIMBER SCREEN		
<b>FENCING</b>	CFP	CORNER FENCE POST	
	F	FENCE LINE	FOLLOWE BY FENCE TYPE
	GP	GATE POST	FOLLOWED BY SLIDE, BI OR SINGLE DIRECTIONAL
<b>POWER</b>	PIC	POWER, INSPECTION CHAMBER/COVER	
	POD	POWER, OTHER OVERHEAD	

**Tender Number:** TNPA/2024/01/0010/52931/RFQ

**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

	PPA	POWER, PYLON ANCHOR	
	PPF	POWER, PYLON FOUNDATION	
	PRO	POWER, LINE CROSSING RAILWAY OVERHEAD	
	PSD	POWER, SUBSTATION DISTRIBUTION FEED	
	PSF	POWER, SURFACE LAID	
	PUG	POWER, UNDERGROUND	
TELEPHONE	PTL	POINT FEATURE, TELEPHONE LINE	
	PTP	POINT FEATURE, TELEPHONE POST	
WATER	WM	WATER METER	
	WR	WATER RESERVOIR	
	WRO	WATER, OVERHEAD PIPED	
	WSF	WATER, SURFACE LAID	
	WTB	WATER, THRUST BLOCK	
	WUG	WATER, UNDER-GROUD	
	WVC	WATER, VALVE CHAMBER	
SEWERAGE	SIP	SEWER, INSPECTION PIT	
	SPS	SEWER, PIPED AT SURFACE	
	SPU	SEWER, PIPED UNDER-GROUND	
MISCELLANEOUS	CSF	CABLE, SURFACE LAID	OTHER THAN SIGNAL, TELEPHONE, TELCOM AND
	CUG	CABLE, UNDERGROUND	OTHER THAN SIGNAL, TELEPHONE, TELCOM AND
	DAM	POINT FEATURE, DAM	
	FEX	FIRE EXTINGUISHER	
	FH	FIRE HYDRANT	
	FHB	FIRE HOSE CHAMBER/BOX	
	GRO	GAS PIPE, ROUTED OVERHEAD	
	GSF	GAS PIPE, SURFACE LAID	
	GUG	GAS PIPE, UNDERGROUND	
	PBG	PIPE, BELOW GROUND	OTHER THAN WATER, STORMWATER, GAS AND SEWER
	PFM	POINT FEATURE, FARM	
	PLF	POINT FEATURE, LAND FEATURE	INDICATE BY ANNOTATION IF CULTIVATED LAND, FIELDS, GRASSED, LANDSCAPED, PARKS, VINEYARD OR OTHER VEGETATION
	PLP	POINT FEATURE, LIGHT POST	
	PON	POINT FEATURE, POND	
PSF	PIPE, SURFACE LAID	OTHER THAN WATER, STORMWATER, GAS AND SEWER	

**Tender Number:** TNPA/2024/01/0010/52931/RFQ**Description of the Services:** For the Provision of Topographic Survey Services for the upgrade of Roads and Services for Transnet National Ports Authority (TNPA), at the Port of Cape Town for A period of six (6) months.

	ST	STORAGE TANK	INDICATE BY ANNOTATION IF CHEMICAL, DIESEL, OIL, PETROL, WATER OR OTHER
	TOO	TELECOM, OTHER OVERHEAD	
	TR	POINT FEATURE, TREE	INDICATE BY ANNOTATION/SYMBOL IF LARGE, MEDIUM OR SMALL
	TSF	TELECOM, SURFACE LAID	
	TTO	TELECOM, TRACK OVERHEAD	
	TUG	TELECOM, UNDERGROUND	
	WER	POINT FEATURE, WEIR	



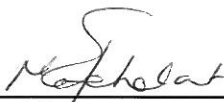
ANNEXURE F:  
EMPLOYER'S  
STANDARD:  
DOCUMENTATION  
CONTROL




*Note: If hardcopy, check electronic system for latest revision*

## Transnet Capital Projects Document Management Contractor Documentation Submittal Requirements

### DOC-STD-0001

Prepared by:  21/09/2009  
R. Herholdt Date

Reviewed by:  6/09/2009  
N Uys, Q Keen, G Whyte Date

Approved by:  13/10/09  
C. Lesch / A. Wilson Date

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*Note: If hardcopy, check electronic system for latest revision*

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## 1. Purpose

This standard outlines the documentation requirements that are to be implemented by the *Contractor* for the preparation, submission, receipt, review, and collection of Technical and (or) Deliverable Documentation, as detailed in the Contractor Documentation Schedule (CDS).

*Contractor* documentation is of the utmost importance for the in-house Engineering activities as the information contained in the *Contractor's* documentation interfaces with several other disciplines for the Engineering, e.g., Mechanical, Structural, Piping, Control and Instrumentation, Electrical, etc.

The supply of high quality documentation within the time required as defined in the '*Works Information*', Contractor Documentation Schedule (CDS), and *Contract* must be considered as one of the main objectives by the *Contractor*.

## 2. Scope

This scope defines the *Contractor's* responsibilities in terms of the preparation of all the *Contractor* Deliverables required for each *Contract*.

## 3. References

- ISO 9001:2000 - Quality Management Systems Requirements
- SANS 10111 - Code of Practice for Engineering Drawings
- SANS 10143 - Building Drawing Practice
- DOC-FAT-0001 - Contractor Documentation Schedule (CDS)
- DOC-FAT-0002 - Contractor Documentation Register (CDR)
- DOC-FAT-0003 - Contractor Review Label (CRL)
- DOC-FAT-0004 - Contractor Review Label (CRL) for drawings



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## 4. Definitions / Abbreviations

### 4.1 Definitions

'As-Built' Document	Is a final record of what was actually installed / constructed according to the Fabrication / Construction <i>Contractor</i> , and includes all deviations or changes from the approved AFC document(s). As-Built document(s) are required to reflect the same degree of detail as the original document(s). As-Built document(s) shall be done by all <i>Contractors</i> .
<i>Contract</i>	Formal document evidencing agreement between <i>Employer</i> and <i>Contractor</i> for supply of on site or off site services (generic term used for Purchase Orders, Contracts and Service Orders in this Procedure).
<i>Contractor</i>	The party to a contract that provides services to the <i>Employer</i> (generic term used for Vendors, Suppliers, Contractors, Consultants, etc.).
Controlled Document	Any document where its revision and distribution are recorded to ensure that Project Team Members holding a copy of the document have the current revision, and will receive future revisions, subject to a formal review and approval process.
Documentation	Collective term used to describe drawings and documents, e.g., letters, faxes, drawings, specifications, reports, manuals, standards, publications, software, etc.
Document Control	The function that ensures systematic registration, distribution, retrieval, status reporting, and storage of revision controlled documentation, typically Technical and (or) Deliverable documentation.
Document Management	Is the over-arching term used to describe the management of documentation on a Project.
<i>Employer</i>	The party to a Contract or Purchase Order to whom the goods are supplied or for whom the work or services are performed. For this project Transnet Capital Projects is the <i>Employer</i> .
<i>Employer's</i> Documentation	Shall mean all documentation issued to <i>Contractors</i> by the Project.
Engineering Deliverables	Technical documentation generated by Engineering, i.e. drawings, drawing registers, Engineering Document Registers, calculations, requisitions, equipment lists, design specifications, etc.



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'For Record' Document	A set of record drawings / documents conforming to the marked up prints, drawings and other data, handed over to the <i>Employer</i> as part of the Project Handover Procedure.
Master Document	The original wet signed (signature) document which is held by Project Office Document Control.
Native/Source Document	Original electronic file format of documentation.
Project Deliverables	Is any document, drawing, report, register, task, etc.
<i>Project Manager</i>	The Project Manager is appointed by the <i>Employer</i> , and his role is to manage the Contract for the <i>Employer</i> .
Squad Checking	The review of technical documentation by multiple Engineering disciplines in order to ensure co-ordination, communication and interface between the various disciplines; done in an area specifically allocated for the review of documentation; the process / activity is controlled by Document Control but the work is executed by the Engineering Team.
Tender Document	The formal document that expresses the terms, both Commercial and Technical, against which a Tenderer submits its Tender for Contracts.
Transmittal	Is documented evidence of the formal distribution of documentation to recipients which display Transmittal No., Title, Date, Issue Reason, Revision No. etc. It is evidence of distribution and receipt of documentation.
Uncontrolled Document	Any copy of a document where distribution is not required to be recorded, and that does not require revision control or formal review.
Working Document	The main working copy of an original document where proposed changes are recorded for incorporating into subsequent revisions.
'Works Information'	Shall refer to the <i>Works Information</i> as defined in the Contract

## 4.2 Abbreviations

AB	As-Built / Recorded Documentation
----	-----------------------------------



*Note: If hardcopy, check electronic system for latest revision*

AFC	Approved For Construction
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CRL	Contractor Review Label
DC	Document Control
DCIS	Document Control Instruction Sheet
EDMS	Electronic Document Management System
FN	Final
RE	Responsible Engineer

## 5. Responsibilities

### 5.1 *Contractor*

The *Contractor* is responsible for submitting all documentation, required by the Contract, via Document Control to the relevant *Project Manager*, to comply with the requirements of this standard.

The *Contractor* is responsible for setting up and maintaining his own internal Document Control Process to ensure traceability and accountability for all information submitted to the *Project Manager*, and all information issued to Sub-Contractors.

### 5.2 *Sub-Contractors*

The *Contractor* is responsible for providing the *Sub-Contractors* with all the relevant information, and for ensuring that the *Sub-Contractors* applies the Standard, and submit their data via the *Contractor* for formal submission to the *Project Manager*. (If the *Contractor* sub-contracts work, he is responsible for providing the Works as if he had not sub-contracted.)

## 6. Procedure

### 6.1 Documentation to be Submitted

#### 6.1.1 Contractor Documentation Schedule (CDS) (DOC-FAT-0001)

The CDS states the Employer's requirements for:



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- The document types to be submitted by the *Contractor* at various stages of the Contract
- The timing for documentation to be submitted by the Contractor
- The *Project Manager* completes the Contractor Documentation Schedule (CDS) and includes it with the Enquiry and Contract as an attachment / annexure to the 'Works Information' document. The *Contractor* submits documentation as required by the Contractor Documentation Schedule (CDS), within the time specified in the Contract All documentation shall be submitted according to the dates specified in the Contractor Documentation Schedule (CDS).

## 6.2 Contractor Documentation Register (CDR) (Annexure B)

The Contractor Documentation Register (CDR) is a list of documentation that the *Contractor* is to submit in accordance with the *Contract*. The *Contractor* is to use the Contractor Documentation Schedule (CDS) as the basis for developing the Contractor Documentation Register (CDR). The CDS is the minimum requirement, and the *Contractor* is still responsible to include all documentation on the CDR required for the successful completion of the contract even if no CDS has been included in the *Contract*.

The title of the documentation shall adequately define and describe the facility and equipment where applicable. The Contractor Documentation Register (CDR) must be submitted within 2 weeks of the *Contract* award date, unless otherwise indicated on the Contractor Documentation Schedule (CDS) or in the Contract. Once the Contractor Documentation Register (CDR) is submitted, the *Project Manager* in conjunction with Document Control assigns document numbers to each document. The Contractor Documentation Register (CDR) is reviewed and returned to the *Contractor* as defined elsewhere in this Standard. The *Contractor* is to use the exact document numbers and titles as provided and listed by the *Project Manager* on the Contractor Documentation Register (CDR), on each of the documents.

The Contractor Documentation Register (CDR) is a 'live' document that shall be updated and re-submitted by the *Contractor* on a regular basis to reflect any changes made, e.g., updated planned / actual submission dates or addition of new documents requiring new numbers. Changes to a row(s) of the register shall be highlighted in colour across the entire row(s).

The Contractor Documentation Register (CDR) shall be submitted in Excel (electronic format) as well as PDF format upon each submission to the Project, and shall also be submitted with the final documentation, unless otherwise agreed as per par 6.3.

The forecast and actual submission dates shall reflect the dates of the next issue of the documentation, and once this submission reaches conclusion the dates are to be updated to reflect the next issue, i.e., the as-built documentation submission dates.

## 6.3 Format in which Documentation is to be submitted

Although the aim of this Standard is to encourage all documentation to be managed and submitted electronically the *Contractor* can apply to the *Project Manager* to have these requirements changed to accept only paper copies of all documentation

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## 6.4 Documentation Preparation Requirements

### 6.4.1 Quality

Documentation shall be of the highest quality to allow immediate and accurate use by the Project Manager, i.e., without any need for interpretation due to possible illegibility, or prints / copies of poor quality.

Any illegible or indecipherable drawings will be systematically rejected and returned to the *Contractor*, who shall in no case allege documentation being rejected and returned as a reason for any delay affecting delivery.

All documentation shall have sufficient borders for punching as required for filing purposes.

### 6.4.2 Standards and Codes

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

- SANS 10111 - Code of Practice for Engineering Drawings, or
- SANS 10143 - Building Drawing Practice, or
- ISO 9001:2000 - Quality Management Systems Requirements

### 6.4.3 Language

All drawings and documents shall be in English.

### 6.4.4 Units and Dimensions

All units and dimensions on the *Contractor's* documentation shall be in SI units, unless otherwise specified.

### 6.4.5 Sizes of Documentation

#### 6.4.5.1 Drawings

The following standard drawing sizes shall be used:

- A3 - 277 x 420mm
- A2 - 420 x 594mm
- A1 - 594 x 841mm
- A0 - 841 x 1189mm

#### **Note:**

- Drawings wider than A0 are not acceptable to the *Project Manager*
- Hard copy drawings shall be printed out at actual size, e.g., shall not print A1 size when drawing size is A0
- A4 drawings are prohibited unless issued as part of a document.



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#### 6.4.5.2 Other Documents

All the *Contractor's* documentation other than drawings shall be prepared on standard A3 or A4 size sheets suitable for insertion into an A4 (W71) hard-core binder (file).

All documentation shall have sufficient borders to allow for punching.

#### 6.4.6 Documentation with Multiple Sheets

##### 6.4.6.1 Drawings

If a series of drawings of a particular area is produced by the *Contractor* (e.g., loop diagrams which may have fifty (50) or more sheets) one sequential drawing number shall be used with a series of sheet numbers.

Where more than one sheet is used, the first sheet (numbered 01) shall incorporate an index for all the other sheets in the series, including their current revision status and date.

##### 6.4.6.2 Documents

The *Contractor's* documents with several sheets (e.g., data sheets, reports, etc.) shall be compiled as sets, i.e., a multi sheet document identified as a single document with a single document number. Thus, each sheet is identified individually, e.g., "sheet 10 of 15" and all documents shall be numbered from page 2 onwards.

Each set shall include a Table of Contents and the identification data shall as a minimum contain the following, i.e., the document number, revision number, page number and continuation information shall appear on every page of the multiple page documents. The front sheet of each document shall be page 1; however the number or wording "page 1" is not shown on the first page.

#### 6.4.7 Details Required on Documentation

Each drawing and document shall be identified with the following information, i.e.,:-

- Project Name and Number
- Contract Number or Purchase Order Number
- Equipment Tag Number(s) (if applicable)
- Manufacturer's model / type (if applicable)
- Official Name of *Contractor's* Company
- *Contractor's* Reference Number
- Project Document or Drawing Number
- Electronic File Name (identical to the *Employer's* Document or Drawing Number and not the *Contractor's* Document or Drawing Number)
- Identification and signature of Originator, Checker, Approver, PR Eng, etc.
- Complete Descriptive Title
- Revision





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- Date

## 6.5 Electronic Documentation Requirements

No "Protection" or "password" will be placed on electronic files.

Electronic submissions shall conform to the minimum quality standard as listed below, i.e.,:-

- File Formats to be submitted
- All deliverables submitted by the *Contractor* must be supplied in the formats listed below, and be editable using the software listed in Table 1. Only exceptions that have prior approval from the *Project Manager* will be accepted. Software used shall be the latest generation, and where appropriate, shall be regularly upgraded.

### **Note:**

All electronic documents shall be submitted in Adobe Acrobat (PDF) format and the 'Native' file shall be included at the final submission.

### 6.5.1 Table 1: Acceptable File Formats

Document Type	Description
Drawings	Native: Micro Station 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Data Sheets (other than instrumentation)	Native: MS Excel 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Data Sheets (Instrumentation)	Native: As per software used or as otherwise specified in Contract
	Published In: Adobe Acrobat (PDF) version 7 or later
Engineering Data Lists	Native: MS Excel 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Calculation Outputs / Results	Native: As per software used or as otherwise specified in Contract
	Published In: Adobe Acrobat (PDF) version 7 or later
Document Viewers – Redlining	Adobe Acrobat v7 minimum with "Comments" enabled
All Reports	Native: MS Word 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Report supporting Data including: Calculations, Charts,	Native: As per software used or as otherwise specified in Contract



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Graphs, Indexes, etc.	Published In: Adobe Acrobat (PDF) version 7 or later
Manuals	Native: MS Word 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
General Documents	Native: MS Word 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Presentations	Native: MS PowerPoint 2003 or later
	Published In: Adobe Acrobat (PDF) version 7 or later
Colour Photographs / Scanned Images	Native File format: JPG Compression level 1%
Graphic Imagery	Published images in: TIF uncompressed or WMF
	Native image format: Corel Draw 7 CDR file
	Adobe Photoshop 7.0 PSD
	PowerPoint 2000 PPT file
Project Schedules	Native: Primavera P6 (preferred)
	Native: MS Project
	Published In: Adobe Acrobat (PDF) version 7 or later
Databases (preferred)	MS SQL Server 2000
Databases (non-preferred)	ODBC compliant
	Microsoft Access 2003
Data Compression	Software: WinZip 8.0
Other General Project Data	Native: Microsoft Office 2003 application or later
	Published In: Adobe Acrobat (PDF) version 7 or later

#### 6.5.1.1 Native File

Native files shall be clean of all extraneous fonts, formats and styles to ensure inadvertent reformatting and format adjustments or difficulties that do not eventuate in downstream handling of documents.

#### 6.5.1.2 Adobe Acrobat (.PDF) Files

PDF files shall be of a high quality and without dark background shading as definition may otherwise become lost.

The quality of Adobe Acrobat (.PDF) files shall be such that a hardcopy of a laser printed A1 Adobe Acrobat (.PDF) drawing can clearly be read in A3 size. Similarly A3 and A4



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Adobe Acrobat (.PDF) file quality shall be such that hardcopy of a laser printed A3 or A4 Adobe Acrobat (.PDF) document can clearly be read in A4 size.

The Contractor shall physically test and confirm this prior to transmitting Adobe files.

PDF files shall be saved as "Reader Extent" to make provision for the use of electronic signatures.

PDF files shall be "Optimized" to improve Quality and then "Reduce File Size" through Adobe.

#### **6.5.1.3 Databases**

Databases shall be presented in compatible format on CD Rom as specified in Table 1. Multi format documents (created from several files) shall be combined and submitted as a single Adobe Acrobat (.PDF) file.

#### **6.5.1.4 Drawing Files**

These shall be submitted in Adobe Acrobat (.PDF) and the 'Native' file format shall be submitted on the final submission unless otherwise specified. 'Native' files shall include reference / border files, etc.

A single file shall be submitted per document, i.e., under no circumstances shall different drawings with different numbers appear on one sheet under one file name, nor shall a drawing with multiple sheets be saved into one electronic file.

All CAD drawings shall be contained in one single merge file, any form of ex Ref or Reference File will not be accepted.

#### **6.5.1.5 Sketches**

These shall be A3 or A4 size scanned as Adobe Acrobat (.PDF) file.

#### **6.5.1.6 Text Documents**

Each page of a single document shall be collated into one file. (The "wet" signature Contractor Review Label (CRL) coversheet, where required, is inserted at the beginning of the document prior to review).

#### **6.5.1.7 Tables / Diagrams**

These shall be A4 and A3 size only.

#### **6.5.1.8 Reports**

Reports containing Word, Excel, DGN, DWG, brochures, etc., shall be compiled as one Adobe Acrobat (.PDF) file.

**Note:**



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Original colour hardcopies shall be scanned in colour to ensure all details of paper documents.

#### **6.5.1.9 Photo's / Video's**

Prints should be submitted of conventional photographs or prints and digital files of electronic images, or as specified by the Project Manager.

#### **6.5.2 Security**

Files shall be clear of known viruses and extraneous (irrelevant) macro's. The *Contractor* shall at all times have the latest generation of virus protection software. The *Contractor* shall ensure appropriate security systems are in place to prevent unauthorized electronic distributions and (or) unauthorized editing or manipulation of electronic files.

#### **6.5.3 Scanning Requirements**

Where possible 'native' files shall be converted to PDF rather than scanned from hardcopy.

Where this cannot be done all drawings and documents shall be manually scanned black and white except where colour image and fonts are required or necessary.

The settings below should be adhered to where possible and may vary depending on scanning software used. Where images rendered with these settings are unreadable, operators shall use their discretion, and adjust colour depth and resolution accordingly.

##### **6.5.3.1 Scan Settings**

- Resolution:-

Black and White - 200 dpi

Colour - 100 dpi

Fine Line Drawings - 300 dpi

- Image Type:-

Black and White - 1 Bit

Colour Line Drawings - 8 Bit (256 colours) minimum

Colour photos and rendered images - 24 Bit

Use automatic threshold to determine the white and black points

- Other Criteria to Adhere to:-

Rotate to correct reading (i.e., viewable at correct orientation)

De-skew (i.e., straighten if on a slant)



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De-speckle (i.e., remove background dirt)

Optimized (i.e., reduce file size)

**Note:**

When a scanned drawing is printed to be re-scanned, subsequent to, e.g., mark-ups or signatures, then it shall be scanned at a setting of 400 dpi.

## 6.6 Documentation Numbering

Once the Contractor Documentation Register (CDR) has been submitted by the *Contractor*, Document Control will allocate the *Employer's* documentation numbers on the Contractor Documentation Register (CDR) and return it to the *Contractor*.

A unique sequence number is allocated to each document and remains the same for each submittal of that specific document.

The *Contractor* shall use the *Employer's* document numbers and titles exactly as per the Contractor Documentation Register (CDR) on all documentation submitted.

Electronic file names for all documentation shall be exactly as per the *Employer's* documentation numbers, including the revision number.

## 7. Revising Documentation

All documentation carries a revision block, which must be completed in full before submitting to the *Project Manager*, and typically denotes the following:-

- NO. - Revision Number, e.g., 00, 01, etc.
- DESCRIPTION - Describes the status, e.g., Issued for Tender and a brief description of the changes made.
- BY - Person responsible for revising the document
- CHK'D - Person responsible for checking the revised document
- APP'D - Person responsible for approving the revised document
- DATE - Date of the revised document

### 7.1 Revision Notes

The revision block should record each change in revision with a brief but specific description of the changes made.

Terms such as "Minor Revision" or "General Revisions" shall be avoided in favour of a more specific notation.

More than one line may be used but only the revision number and date together with the relevant initials shall appear in the top line.



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## 7.2 Indicating Revisions

Revisions shall be clearly identified by placing a revision triangle with the correct revision number in the right hand column in the case of documents, and is adjacent to the area on the document that has been changed.

All revisions made on drawings shall be enclosed by a cloud except in cases where to add a cloud detracts from the readability of the drawing. At subsequent revisions all clouds and revision triangles from the previous formal revision shall be removed from the drawing.

## 7.3 As-Built / Final Revisions

Should documentation require changes upon completion of Construction, it shall be revised to an "As-Built" status, as well as bear the wording "Certified As-Built", which is indicated in the revision block of the documentation.

Should documentation not require any changes upon completion of Construction, it shall be revised to a "Final" status, as well as bear the wording "Certified Final", which is indicated in the revision block of the documentation.

## 8. Documentation Submission

### 8.1 Documentation Submission Format

All documentation shall be submitted under cover of a *Contractor's* Transmittal Note.

### 8.2 Electronic Transmission

The Contractor Documentation Schedule (CDS) defines which documentation shall be transmitted electronically. All electronic documentation shall be transmitted on CD ROM unless otherwise agreed as per Par 6.3.

Documentation submitted on CD ROM shall be contained in a zip file with the Transmittal Note enclosed.

#### **Note:**

In the event of documentation required urgently and the *Contractor* is not able to submit a CD ROM and (or) hard copy format timeously, then e-mail transmission may take place (but in extreme cases only)

Per e-mail - the file size may not exceed 5 MB and the Transmittal Note shall be attached.

The *Contractor* is still required to submit the relevant CD ROM to Document Control without delay.

When sending an e-mail the *Contractor* shall ensure that the subject field of the e-mail is completed as follows, i.e.,:



*Note: If hardcopy, check electronic system for latest revision*

- Contract Number – *Contractor's* Transmittal Number and Description of documentation transmitted.

### 8.3 Hard Copy Transmission

Documentation shall be submitted in printed hard copy format unless otherwise stated on the Contractor Documentation Schedule (CDS).

### 8.4 Transmittal Notes (Annexure A)

All documentation shall be submitted under cover of the *Contractor's* Transmittal Note indicating all *Contract* references (i.e., Project No, *Contract* No, etc.), Project Documentation Number(s), Revision Number, Title and Chronological listing of transmitted documentation.

The *Contractor's* Transmittal Note shall state the purpose / issue reason of the documentation submission.

Documentation for different purposes must be sent on separate *Contractor* Transmittal Notes. The *Contractor* shall note that documentation will be rejected if this requirement is not met.

The *Contractor* Transmittal shall be signed, date stamped and returned to the *Contractor* by Document Control.

### 8.5 Formats and Quantities of Documentation

The required number of copies and formats of documents / drawings shall be specified in the Contractor Documentation Schedule (CDS).

A typical example of quantities and formats would be as follows:-

- Pre-Construction – Hard copy and PDF (to be specified in 'CDS')
- Construction – Hard copy and PDF (to be specified in 'CDS')
- As-Built – Red Lined – Hard copies (Normally 3 off) (to be specified in CDS')
- Certified As-Built / Final – Hard copies (full size) and CD ROMs containing PDF and 'Native' file formats (to be specified in 'CDS')

### 8.6 Address for Submission

The address of submission will be as specified in the *Contract* and all submissions will be identified with the Contract Number, and the responsible *Project Manager*. All deliveries will be made to Document Control who will distribute the documentation to the relevant *Project Manager*.

## 9. Review and Acceptance of *Contractor* Documentation

The *Contractor* submits documentation as the *Contract* requires to the *Project Manager* via Document Control for review and acceptance.



*Note: If hardcopy, check electronic system for latest revision*

## 9.1 Contractor Review Label (CRL)

The purpose of the Contractor Review Label (CRL) is for the *Project Manager* to assign a review code to the reviewed documentation denoting the status of the documentation after consolidation of comments. The Contractor Review Label (CRL) is to be inserted by the *Contractor* as follows:-

### 9.1.1 First Submission of Documentation

The first revision is revision '0', with subsequent revisions '1', '2', '3', etc.

### 9.1.2 Review of Documentation

Acceptance of documentation by the Project will in no way relieve the *Contractor* of their responsibility for the correctness of information, or conformance with the requirements. This responsibility rests solely with the *Contractor*.

Once documentation has been reviewed by the Project, all comments are consolidated and a review code is assigned on the Contractor Review Label (CRL) to the original reviewed / marked-up drawing / document by the *Project Manager*.

#### 9.1.2.1 Review Codes for Contractor Documentation

The Review Code resulting from the review is as follows, i.e.,:-

- Code C1 – Accepted

The *Contractor's* design / submission of documentation is accepted and the *Contractor* only needs re-submit documentation only if major changes have been made. The next submission will be the for Approval of "Redline" and / or "Final " documentation.

- Code C2 – Accepted with Comments. Revise and Resubmit

In the event that the Project returns documentation with comments noted, the *Contractor* shall, within the '*period of reply*' as defined in the *Contract Data*, make the required changes and submit the revised documentation for further review on the next revision.

- Code C3 – Not Accepted. Revise and Resubmit for Review

In the event that the Project returns documentation with "Not Accepted, Revise and Re-submit" the *Contractor*, within the '*period of reply*'; make the required changes and re-submit the revised documentation on a new revision for further review. Should these revisions necessitate changes in other related documentation, the *Contractor* shall make the appropriate changes and re-submit all the revised related documentation for further review. The *Contractor* shall not proceed with any activities controlled by the *Contractor's* documentation until it has been re-submitted and acceptance indicated.

The *Contractor* revises and re-submits documentation but on the next revision until a review code 'C1' is achieved. This review process shall not entitle the *Contractor* to submit any claims due to time loss.





*Note: If hardcopy, check electronic system for latest revision*

- Code C4 – Review Not Required

Documentation signed at "Code C4" level is considered to be for information only and does not require further submission, and shall not be returned to the *Contractor*. However, Document Control shall issue a Transmittal only to the *Contractor* in this regard as notification.

#### 9.1.2.2 Return of Reviewed Documentation

The original reviewed / marked-up drawing / document is scanned to PDF format and a copy is returned to the *Contractor* indicating the *Project Manager's* further instructions.

Return of the reviewed documentation is either in hard copy format, in which case the original reviewed / marked-up drawing / document is returned, or on CD.

*Contractors* will be advised by e-mail or fax (accompanied by a copy of the Project's Transmittal Note) that documentation is available for their collection.

#### 9.1.3 Review Period

The *Contractor* shall allow the *Project Manager* the '*period of reply*' to review and respond to the *Contractor's* submission of documentation, i.e., from time of receipt by the *Project Manager* to the time of dispatch by the *Project Manager*. 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*.

#### 9.1.4 Revised Documentation

On receipt of the reviewed documentation the *Contractor* shall make any modifications requested / marked-up and re-submit the revised documentation within '*the period of reply*' on the Contractor Documentation Schedule (CDS). 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 marked with the applicable review code and returned to the *Contractor* to be corrected and re-submitted. The *Contractor* shall re-issue the revised documentation incorporating all comments on a new revision and other specified details not included in the previous issue within '*the period of reply*' of receipt of the marked-up documentation.

All revised data shall be submitted in its entirety and shall reflect the revision control numbers, and shall also indicate which documentation the revised documentation supersedes, if applicable.

In the case of drawings every sheet has its own revision number and is revised as an individual document.

In the case of documents all sheets under cover of one document number shall be under the same revision number and be re-submitted, even if the revision is a minor one.



*Note: If hardcopy, check electronic system for latest revision*

## 10. As-Built / Final Documentation

This is Certified 'As-Built / Final Accepted' documentation or documentation for which no further review is required. The final documentation shall form part of the final *Contractor* Manual(s) or Data Packs

*Contractors* shall provide the 'As-Built' documentation that form part of the Operating, Instruction and Maintenance Manuals that were issued and accepted prior to 'As-Built' conditions for inclusion in these types of manuals by the *Project Manager*.

### 10.1 Definition of Final and As-Built Status of Documentation

#### 10.1.1 "Final" Documentation

This applies to "As Manufactured and Delivered to Site".

Documentation submitted subsequently by the *Contractor* once "Final" status is reached shall be indicated as such in the Revision Notes Block as "Final" and shall also reflect the New Revision Number on the document in the revision block provided.

#### 10.1.2 "As-Built" Documentation

This applies to "As Constructed or As Installed".

The Contractor Documentation Schedule (CDS) shall indicate the documents which are to be brought to "As-Built" status, and must be submitted only after practical completion when the documentation qualifies for "As-Built" status, and the period after completion by which they must be finalized.

### 10.2 Preparation of As-Built Documents

#### 10.2.1 Transnet Capital Projects Documents

The *Contractor* responsible for completing the construction / installation works shall prepare three (3) marked up hard copies of the applicable documents to represent the As-Built condition(s). The mark-ups shall be in RED pencil or pen and be complete and accurate.

Once prepared the As-Built mark-up documentation is transmitted to Transnet Capital Projects for updating of the original design documentation.

Documents / drawings updated with information known by the *Project Manager* and as provided by *Contractors* at the completion of their *Contracts* is utilized by the *Project Manager* to update Engineering Deliverables / drawings to this status, i.e., "For Record Purposes".

#### **Note:**

File naming convention on drawings / documents shall be in accordance with the Project numbers assigned on the Contractor Documentation Register (CDR).



*Note: If hardcopy, check electronic system for latest revision*

### 10.2.2 Design, Supply and Install Contractor Documents

*Contractors* responsible for the design, supply and installation of equipment are responsible for producing As-Builts of their own documentation.

The *Contractor* shall prepare three (3) marked up hard copies of the applicable documents to represent the As-Built condition(s). The mark-ups shall be in RED pencil or pen and be complete and accurate.

Once prepared the As-Built mark-up documentation is transmitted to the *Project Manager* for Approval through the normal process. Once approved C1 the *Contractor* can proceed to update his drawings and submit as part of the final package

The mark-ups are returned to the *Contractor* so that they can produce the As-Built revisions.

## 11. Installation, Maintenance and Operating Manuals and Data Books

These shall be supplied by the *Contractor* as manuals in an A4 hard covered, red, grease and waterproof binder using two (2) ring type binders.

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

Manuals shall be well indexed and user friendly. Manuals shall include a summarized Table of Contents and in manuals comprising a number of files / volumes there should be one summarized Table of Contents in each of the files / volumes. The draft Table of Contents shall be submitted for review to the *Project Manager* prior to the compilation and official submittal of the manuals. The technical content of manuals shall be specified by the *Project Manager*.

The originals of all brochures shall be issued to the *Project Manager*. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.

The address, phone numbers, fax numbers and reference numbers of all *Sub-Contractors* shall be 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*.



*Note: If hardcopy, check electronic system for latest revision*

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

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

## **12. Cancelling and Superseding Documentation**

The Document Control Procedure for cancelling and superseding is as follows:-

### **12.1 Superseding**

If the document / drawing has been transmitted anywhere and is to be replaced by a different document number / drawing number, then it is superseded. The superseded item should go up a revision and always have the new drawing or document number written across it, as the normal practice.

The Document Controller is to check that this has been done on the drawing or document, and the revision title block should be preceded with:-

- e.g. "SUPERSEDED by 222057-2-211-M-GA-0030 ...."

### **12.2 Cancelling**

If the item is to be cancelled, it means the item has been previously transmitted and it is not being replaced by another drawing number / document number. In this case the Document Controller should check that the revision has gone up, the word "CANCELLED" is written across the drawing / document and the word "CANCELLED" is placed at the beginning of the revision title block

## **13. Records**

All documents generated in terms of this standard are to be retained by Transnet Capital Projects as records in accordance with the requirements of Project Procedure DOC-P-0013.







ANNEXURE G:  
EMPLOYER'S  
STANDARD:  
HEALTH AND  
SAFETY



**SAFETY, HEALTH & ENVIRONMENT (SHE)  
SPECIFICATION FOR  
CONSTRUCTION WORK AT THE  
PORT OF CAPE TOWN**

**Date of issue:**

**01 October 2015**



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## **Abbreviations and Definitions**

- **TNPA**= Transnet National Ports Authority
- **SHEQ**=Safety, Health, Environment &Quality
- **OHS**= Occupational Health and Safety
- **SHE Spec** = Safety, Health & Environment Specification
- **HCS**= Hazardous Chemical Substances
- **SOP**= Standard operation procedures
- **CEMP**= **Construction Environmental Management Plan**
- **ECP**= **Environmental Control Plan**
- **SAMSA**= **South African Maritime Safety Authority**
- **DEA** **Department of Environmental Affairs**

## **1. INTRODUCTION AND BACKGROUND**

### **1.1. Background to the Health and Safety Specification**

The Construction Regulations 2014 place the onus on the Client to prepare a pre-construction health & safety specification, highlighting all risks before and during construction.

### **1.2. Purpose of the Health and Safety Specification**

The purpose of this specification is to assist in achieving compliance with the Occupational Health & Safety Act 85/1993 and with Construction Regulations 2014 in order to reduce incidents and injuries.

The application of this Health and Safety specification shall

- Ensure that health and safety requirements are incorporated into the contract, conditions of tender and pricing documents.
- Establish a systematic approach in evaluating the bidding contractors, and
- Act as the basis for the drafting of the construction phase health & safety plan and ensure that the contractor's performance is adequately monitored and managed for the duration of the contract.

These specifications in no way release Contractors from compliance with the relevant Legal requirements.

## **2. SCOPE**

This Specification applies to all principal contractors, contractors and sub-contractors contracted directly or indirectly to do work on behalf of TNPA at the following stages of the projects; Pre tender stage; Contract award stage; Project execution and Project closes out and hand over.

### **3. Interpretations**

#### **3.1. Application**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

#### **3.2. Definitions**

The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations 2014 shall apply.

### **4. Minimum Administrative Requirements**

- The principal contractor must prepare, implement and administer the Contractor's Health and Safety Management Plan. The Plan is in writing and accepted by TNPA, prior to mobilisation to the construction site for work under the Contract, to TNPA or TNPA nominated Representative, for acceptance.
- The Health and Safety Management Plan must comply with this Contract including Project Site Rules, and applicable law relating to Workplace Health and Safety and Environmental Health. Any proposed amendments or revisions to the Contractor's Safety Management Plan is submitted to TNPA for acceptance, and once accepted, it becomes part of the TNPA Safety Management Plan.
- The Health and Safety Management Plan must provide a systematic method of managing hazards according to the risk priority, and must include all mobilisation and site set-up activities.
- **The Contractor's Health and Safety Management Plan must demonstrate Management's commitment to safety and must include, but not be limited to, the following minimum auditable elements:**

#### **4.1. Notification of Intention to Commence Construction Work (CR 3)**

- The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences. A copy of this notification must be forwarded to the Client on appointment.

#### **4.2. Legal Appointments.**

- The Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act and Regulations (85 of 1993)), prior to commencement of work. Proof of competency must be included. See Annexure B.

#### **4.3. Competency for Contractor's Appointed Competent Persons**

- Contractors' competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations 2014. Proof of competence for the various appointments must be included.

#### **4.4. Compensation of Occupational Injuries and Diseases Act 130 of 1993(COIDA)**

- The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the Client as proof of registration. Sub-Contractors shall submit proof of registration to the Principal Contractor before they commence work on site.

#### **4.5. Occupational Health and Safety Policy**

- The Principal Contractor and all Sub Contractors shall submit a Health and Safety Policy signed by their Chief Executive Officer. The Policy must outline

objectives and how they will be achieved and implemented by the Company / Contractor.

#### **4.6. Health and Safety Organogram**

- The Principal Contractor and all Sub Contractors shall submit an organogram, outlining the Health and Safety Site Management Structure including the relevant appointments/competent persons.
- In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram shall be updated when there are any changes in the Site Management Structure.

#### **4.7. Preliminary Hazard Identification and Risk Assessment and Progress**

##### **Hazard Identification and Risk Assessment**

- The Contractor shall cause a hazard identification to be performed by a competent person before commencement of construction work, and the assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client.
- The risk assessment must include;
  - a) A list of hazards identified as well as potentially hazardous tasks;
  - b) A documented risk assessment based on the list of hazards and tasks;
  - c) A set of safe working procedures (method statements) to eliminate, reduce and/or control the risks assessed;
  - d) A monitoring and review procedure of the risks assessment as the risks change.
- The Principal Contractor shall ensure that all Sub Contractors are informed, instructed and trained by a competent person regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop. Proof of this must be kept for inspection by the Client or Client Representative.

- The Principal Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the safe work procedures, control measures and other related rules (tool box talk strategy to be implemented).

#### **4.8. Health and Safety Representative(s)**

- The Principal Contractor and all Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions. The appointment must be in writing.
- The Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at health and safety meetings.

#### **4.9. Health and Safety Committees**

- The Principal Contractor shall ensure that project health and safety meetings are held monthly and minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person.
- All Contractors' Responsible Persons and Health and Safety Representatives shall attend the monthly health and safety meetings. Sub-Contractors shall also have their own internal health and safety committees in accordance with the OHS Act 85/1993 and minutes of their meetings shall be forwarded to the Principal Contractor on a monthly basis.

#### **4.10. Health and Safety Training**

##### **4.10.1. Induction**

- The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. A

record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

#### **4.10.2. Awareness**

- The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand.
- A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

#### **4.10.3. Competency**

- All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.
- This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work.

#### **4.10.4. Rules of conduct.**

- Principal contractors, their sub-contractors and all employees under their control, including any visitor brought onto site must adhere to the following Rules of conduct on site.

#### **YOU MAY NOT:**

\* Partake, possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose action and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.

\* Indulge in practical jokes, horseplay, fighting or gambling.



- \* Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguishers.
- \* Bring onto site or have in your possession a firearm, lethal weapon.
- \* Assault, intimidate or abuse any other person.
- \* Operate construction equipment (vehicles or plant) without the necessary training and authorisation.
- \* Display insubordination toward any supervisor, foreman or Manager in respect to carrying out of properly issued instructions or orders for health and Safety reasons.
- \* Enter any area where you have no business unless authorised to do so by the person in charge.
- \* Negligently, carelessly or wilfully cause damage to property of others.
- \* Refuse to give evidence or deliberately make false statements during investigations.

#### **4.11. General Record Keeping**

The Principal Contractor and all Sub Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations (July 2003). The Principal Contractor shall ensure that all records of incidents/accidents, training, inspections; audits, etc. are kept in a health & safety file held in the site office. The Principal Contractor must ensure that every Sub Contractor opens its own health & safety file, maintains the file and makes it available on request.

##### 4.11.1. Inspection of equipment and tools.

The following items of equipment must be regularly inspected and maintained and appropriate records kept.

- \* First Aid dressing registers.
- \* Fire equipment
- \* Lifting equipment
- \* Lifting Gear
- \* Portable electrical equipment
- \* Stacking and storage inspections
- \* Explosive power tools
- \* Materials hoist (where applicable)
- \* Pressure Vessels
- \* Ladders
- \* Excavations
- \* Safety harnesses
- \* Scaffold - static and mobile.
- \* Pneumatic tools
- \* Construction vehicles and mobile plant.
- \* Health and Safety Representatives checklists.

#### **4.12. Health & Safety Audits, Monitoring and reporting**

The Client shall conduct monthly health & safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of health & safety. The Principal Contractor is obligated to conduct similar audits on all Sub Contractors appointed by them. Detailed reports of the audit findings and results shall be reported on at all levels of project management meetings/forums. Copies of the Client audit reports shall be kept in the Primary Project Health & Safety File while the Principal Contractor audit reports shall be kept in their file, a copy being forwarded to the Client. Sub-Contractors have to audit their sub-contractors and keep records of these audits in their health & safety files, available on request.

#### **4.13. Emergency Procedures**

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan including the following key elements:

- a) List of key competent personnel;
- b) Details of emergency services;
- c) Actions or steps to be taken in the event of the specific types of emergencies;
- d) Information on hazardous material/situations.

Emergency procedure(s) shall include, but shall not be limited to, fire, spills, accidents to employees, use of hazardous substances, bomb threats, major incidents/accidents, etc. The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and available to site personnel.

#### **4.14. First Aid Boxes and First Aid Equipment**

The Principal Contractor and all Sub Contractors shall appoint in writing First Aider(s). The appointed First Aider(s) are to be sent for accredited first aid training. Valid certificates are to be kept on site. The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, including first aid boxes adequately stocked at all times. All Sub Contractors with more than 5 employees shall supply their own first aid box. Sub-Contractors with more than 10 employees shall have a trained, certified first aider on site at all times.

#### **4.15. Accident / Incident Reporting and Investigation**

Injuries are to be categorised into first aid; medical; disabling; and fatal. The Principal Contractor must stipulate in its construction phase health & safety plans how it will handle each of these categories. When reporting injuries to the Client, these categories shall be used. The Principal Contractor shall investigate all injuries, with a report being forwarded to the Client forthwith. All Contractors have to report on the 4 categories of injuries to the Principal Contractor at least monthly. The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly. **A 24 hour notification report must be submitted immediately before the end of the shift (see 24 Hour report template)**

#### **4.16. Hazards and Potential Situations**

The Principal Contractor shall immediately notify other Sub Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

#### **4.17. Personal Protective Equipment (PPE) and Clothing**

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear and overalls. The Principal Contractor and all Sub Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times. The Principal Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- a) Lost or stolen;
- b) Worn out or damaged.

The above procedure applies to Sub Contractors and their contractors, as they are all Employers in their own right.

#### **4.18. Occupational Health and Safety Signage**

The Contractor shall provide adequate on-site OHS signage. Including but not limited to „no unauthorised entry, report to site office „,“ site office, beware of overhead work, „hard hat area“. Signage shall be posted up at all entrances to site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

#### **4.19. Permits**

Permits may include the following:

- a) Use of Explosives and Blasting
- b) Work for which a fall prevention plan is required
- c) Use of cradles
- d) Excavation
- e) Construction work Permit (to be displayed on site)

#### **4.20. Contractors and their Sub-contractors**

The Principal Contractor shall ensure that all Sub Contractors under its control comply with this Specification, the OHS Act 85/1993, Construction Regulations 2014, and all other relevant legislation that may relate to the activities directly or indirectly.

#### **4.21. Incentives & Penalties**

Penalties will be implemented for ongoing non-compliance to the provisions of the construction-phase health & safety plan as submitted by the Principal Contractor.

### **5 Physical Requirements**

#### **5.1. Demolition Work**

Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client. Acceptance will then be issued to the Principal Contractor to proceed with the demolition work. The Principal Contractor shall ensure that demolition work complies with the Construction Regulations 2014.

#### **5.2. Excavations, Shoring, De watering or Drainage**

The Principal Contractor and any relevant Sub Contractors shall make provision in their tender for shoring, dewatering or drainage of any excavation as per this specification.

The Contractor shall make sure that:

- a) The excavations are inspected before every shift each occurrence of rain or change to the excavation / shoring and a record is kept;
- b) Any excavation shall be adequately shored if people are required to work in the excavation and the depth is more than 1.5 metres or where conditions render this necessary at lesser depths. Undercutting is not allowed.
- c) Safe work procedures have been communicated to the workers;

- d) Excavated material shall be placed as far from the trench as practically possible. a close watch shall be maintained at all times for signs of slipping, e.g. cracks developing at the edges of the excavation)
- e) The safe work procedures are enforced and maintained by the Contractor's Responsible Persons at all times)
- f) The requirements as per section 13 of the Construction Regulations are adhered to.

### **5.3. Edge Protection and Penetrations**

The Principal Contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The Principal Contractor's risk assessment must include these items. E.g. protection of decking edges, finished floor slab edges, stairways, floor penetrations, lift shafts, and all other openings and areas where a person may fall.

### **5.4. Explosives and Blasting**

The Principal Contractor shall ensure that a competent Contractor undertakes the use of explosives and blasting (where required). A Safe Work Procedure (SWP) must be submitted to the Client for approval before commencement of blasting work.

## **5.5. Piling**

The Contractor shall ensure that piling is undertaken by a competent Contractor. A SWP shall be submitted to the Client for approval before commencement of this work.

## **5.6. Stacking of Materials**

The Principal Contractor and other relevant Sub Contractors shall ensure that there is an appointed staking supervisor and all materials, formwork and all equipment is stacked and stored safely.

## **5.7. Speed Restrictions and Protection**

The Principal Contractor shall ensure that all persons in its employ, all Sub Contractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled, and enforced.

## **5.8. Hazardous Chemical Substances (HCS)**

- The Principal Contractor and other relevant Sub Contractors shall provide the necessary training and information regarding the use, transport, and storage of HCS.
- The Principal Contractor shall ensure that the use, transport, and storage of HCS are carried out as prescribed by the HCS Regulations.
- The Contractor shall ensure that all hazardous chemicals on site have a Material Safety Data Sheet (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals.
- The First Aiders must be made aware of the MSDS and how to treat HCS incidents appropriately.
- No bulk storage of chemicals and cleaning substances are allowed on TNPA premises (20 litres per substance)
- No illegal or banned substance are allowed on site



## **5.9. Asbestos**

- The principal Contractor is responsible for ensuring that all work involving asbestos complies with the Asbestos Regulations. Any Contractor involved in asbestos work must obtain temporary registration as an asbestos contractor from the Dept of Labour.
- Written safe work procedures and the relevant risk assessments must govern all asbestos work. An asbestos contractor must provide exposed employees with the necessary training and information regarding asbestos, as well as the necessary personal protective equipment.
- Wetting down and low speed cutting techniques must be employed wherever possible to prevent airborne asbestos.

**Should any asbestos work involving asbestos (e.g. lagging or insulation) which falls under the definition of Demolition work, defined under the Asbestos Regulation. An Approved Inspection Authority (AIA) must be utilised to carry out air monitoring plus a decontamination unit must also be provided.**

## **6. Plant and Machinery**

### **6.1. Construction Plant**

- “Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, road vehicles, and all lifting equipment.
- The Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act 85/1993 and Construction Regulations 2014. The Principal Contractor and all relevant Sub Contractors shall inspect and keep records of inspections of the construction plant used on site.
- Only authorised/competent persons are to use machinery under proper supervision. Appropriate PPE and clothing must be provided and maintained in good condition at all times.

- Proofs of medical test as required by the Construction regulations 2014 are available for inspection by the Client.

**Vehicles shall not enter site with:**

- \* Defective exhaust systems
- \* Serious oil or fuel leaks
- \* Unsafe bodywork or loads
- \* Non-standard equipment fitted.
- \* Improperly seated passengers
- \* Any obvious mechanical defects.

All earth moving equipment shall be operated in accordance with good safety practice so as to protect the safety of the operator and other workers or persons in the area. All earth moving equipment shall be equipped with a reverse siren

**6.2. Vessels under Pressure (VuP) and Gas Bottles**

The Principal Contractor and all relevant Sub Contractors shall comply with the Vessels under Pressure Regulations, including:

- a) Providing competency and awareness training to the operators;
- b) 2. Providing PPE or clothing;
- c) 3. Inspect equipment regularly and keep records of inspections;
- d) 4. Providing appropriate firefighting equipment (Fire Extinguishers) on hand.

**6.3. Fire Extinguishers and Fire Fighting Equipment**

- The Principal Contractor and relevant Sub Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- The appropriate notices and signs must be posted up as required. A Fire risk survey must be conducted by a competent person; proof of survey must be kept in the Site Safety File.

#### **6.4 Hired Plant and Machinery**

- The Principal Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- The necessary requirements as stipulated by the OHS Act 85/1993 and Construction Regulations 2014 shall apply.
- The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health and safety file. All relevant Sub Contractors must ensure the same.
- Under no circumstances shall the contractors or unauthorized employees be permitted to Transnet NPA cranes, hoist, 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 OHS Manager.

#### **6.5. Scaffolding / Working at Heights**

- Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall prevention plan in accordance with the Construction Regulations 2014 before this work is undertaken.
- The Client must approve the fall prevention plan before work may commence. Mechanical hoist to be used to carry material up the scaffold, depending on height.
- All scaffolding that are erected on site, shall comply with the provisions of relevant SANS codes and regulations.
- The scaffolding must be erected by competent personnel and such personnel shall be appointed in writing.
- In case of overhead work the area must be safely secured and identified with signs
- Scaffolding must be inspected by a competent person ( Scaffolding Inspector) and signed off for safe to use and the register must be kept on site

- All scaffoldings declared shall be tagged as safe or unsafe to use by a competent person
- Safety harnesses/ belts must be inspected/checked and are used as required by legislation

#### **6.6. Temporary work**

- The Principal Contractor shall ensure that the provisions of section 12 of the Construction Regulations 2014 are adhered to.
- These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all formwork and support work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the formwork and support work has been removed.
- Records of all inspections must be kept in a register on site.

#### **6.7. Lifting Machines and Tackle**

- The Principal Contractor and all Contractors shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (section 22).
- There must be competent lifting machinery and tackle inspector who must inspect the equipment daily or before use, taking into account that:
  - a) All lifting machinery and tackle has a safe working load clearly indicated
  - b) Regular inspection and servicing is carried out;
  - c) Records are kept of inspections and of service certificates;
  - d) There is proper supervision in terms of guiding the loads that includes a trained banks man to direct lifting operations and check lifting tackle;
  - e) The tower crane bases have been approved by an engineer;

- f) The operators are competent as well as physically and psychologically fit to work and in possession of a medical certificate of fitness to be available on site.

#### **6.8. Ladders and Ladder Work**

- The Principal Contractor shall ensure that all ladders are inspected monthly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- Records of inspections must be kept in a register on site. Sub-Contractors using their own ladders must ensure the same. Ladders shall not be used as horizontal walkways or as scaffolding.
- Tools or equipment must be carried in suitable slung containers or hoisted up to the working position.

#### **6.9. General Machinery**

- The Principal Contractor and relevant Sub Contractors shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery

#### **6.10. Portable Electrical Tools and Explosive Actuated Fastening Devices**

- The Principal Contractor shall ensure that use and storage of all explosive actuated fastening devices and portable electrical tools are in compliance with relevant legislation.
- The Principal Contractor shall ensure that all-electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order.
- Regular inspections and toolbox talks must be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment, guards, etc.

The Principal Contractor shall consider the following:

- a) A competent person undertakes routine inspections and records are kept;
- b) Only authorised trained persons use the tools;
- c) The safe working procedures apply;
- d) Awareness training is carried out and compliance is enforced at all times; and
- e) PPE and clothing is provided and maintained.
- f) A register indicating the issue and return of all explosive round;
- g) Ensure that the cartridges and explosive devices is lock up separately
- h) Signs to be posted up in the areas where explosive actuated fastening devices are being used. **(WARNING - EXPLOSIVE ACTUATED FASTENING DEVICES).**
- i)

#### **6.11. High Voltage Electrical Equipment**

- No high voltage electrical equipment is present on, under or above the construction area.

#### **6.12. Public and Site Visitor Health and Safety**

- The Principal Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimise those dangers.
- Appropriate health and safety notices and signs shall be posted up, but shall not be the only measure taken.
- Both the Client and the Principal Contractor have a duty in terms of the OHS Act 85/1993 to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

Site visitors must be briefed on the hazards and risks they may be exposed to and what measures are in place or should be taken to control these hazards and risks. A

record of these „induction“ must be kept on site in accordance with the Construction Regulations.

### **6.13. Night Work**

- The Principal Contractor must ensure that adequate lighting is provided to allow for work to be carried out safely.

## **6.14. Transport of Workers**

The Principal Contractor and other Sub Contractors shall not:

- a) Transport persons together with goods or tools unless there is an appropriate area or section to store them;
- b) Transport persons in a non-enclosed vehicle, e.g. truck; there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.

## **7. Occupational Health and Hygiene.**

### **7.1. Occupational Hygiene**

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Principal Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and absorption of any hazardous substance and high noise level exposure.

## **7. Occupational Health**

### **7.1. Fitness for Duty**

The Contractor must ensure that personnel under its control and authority comply with the requirements of the Fitness for Duty and are bound by its Disciplinary Provisions, regarding the possible effects of:

- General level of personal fitness and/or medical conditions
- The consumption of alcohol
- The use of other drugs (prescription, pharmaceutical or illicit)
- Fatigue
- Stress



## **7.2 Health Assessments and Health Monitoring**

The principal contractor must ensure that all his personnel are healthy and medically fit for their respective assignments and must certify the same to TNPA if so requested. The Principal Contractor is responsible for Pre-placement, Exit Medicals and On-going Health Assessments.

The Contractor must ensure that Operators of mobile equipment undergo “fit for work” medical examination every 1 year and Crane Operators engaged in lifting man boxes every 5 years. This medical is to certify that the Medical Practitioner has examined the Operator and formed the opinion that the Operator is free from deafness, defective vision, epilepsy, heart disease, and any other infirmity likely to cause the Operator to lose control of the machine being operated.

The Contractor is responsible for the medical welfare of its own employees, servants or agents and their families.

## **7.3. Welfare Facilities**

The Principal Contractor must supply Sufficient toilets (1 toilet per 30 workers), showers (1 for every 15 workers), changing facilities, hand washing facilities, soap, toilet paper, and hand drying material must be provided. Waste bins must be strategically placed and emptied regularly. Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment. Workers should not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

#### **7.4 Alcohol and other Drugs**

No alcohol and other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report, this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Principal Contractor or Sub Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

### **3 RESPONSIBILITIES**

#### **2.1 TNPA SHEQ Department shall;**

- Ensure that the Transnet SHEQ Risk Management Policy Statement and Port of Cape Town, SHE Management Statement of Commitment is made available to all contractors performing work for TNPA in the Port.
- To ensure contractors submit the necessary documents to ensure compliance with the Occupational Health & Safety Act and other requirements.
- To provide an Induction regarding the Safety, Health, Environmental & Security rules of the Port of Cape Town.
- This induction will include but not limited to Port Rules, road traffic rules, security, fire protection, evacuation procedures, housekeeping, reporting of incidents and environmental requirements
- The contractor may opt to conduct his/her own induction upon approval from TNPA. The facilitator will need to attend the port induction to become a trainer.
- To ensure that approved Contractor Train-the-Trainer is issued with a letter of approval from TNPA.
- Ensure that TNPA SHE Induction requirements are incorporated onto the Contractor SHE induction.
- Ensure that approved Contractor Train-the-Trainer is audited for compliance purposes at least once during the duration of the contract or when required.

- Ensure the environment is not harmful to health or the well-being of people as well as promotion of environmental protection and conservation.
- Provide a safe and healthy work environment to employees, stakeholders, client and agents
- Conduct site inspections and audits to verify whether the project, contractor(s) are complying with TNPA safety rules and specifications.
- Communicate all the Port risks & hazards to the Contractor employees.
- To ensure that no access will be given to the Contractor who fails to comply with TNPA minimum SHE requirements.

**The TNPA Project or Engineering Manager shall:**

- Ensure statutory notifications are made to the appropriate government authorities by the Contractor.
- Ensure appointed designer comply with their responsibility to eliminate, mitigate and reduce risks during demolition, excavation, construction, commissioning and maintenance has made available all relevant information about the design of the relevant structure that may affect the pricing of the construction work.
- Ensure co-operation between the designers to identify anticipated dangers, hazards relating to the construction work are communicated in order to eliminate and mitigate risks. If designs are being altered, necessary relevant information should be available and shared on the safe execution of the work.
- Ensure that a SHE file is available for each Contractor and is handed over the SHEQ department for record purposes after the completion of the project.
- Ensure inspections are carried on the structure upon completion in order to render it safe for continued use and legislative inspections are carried at stipulated intervals that is once every six month for the first two years and thereafter yearly.

- All necessary records, surveys, reports are stored and made available to the inspector upon request.
- Ensure the project does not commence prior the approval of the submitted SHE plan by the SHEQ department.

## **2.2 Client/Contractor shall;**

- Ensure that all activities are in-line with the Transnet SHEQ Risk Management Policy Statement and Port of Cape Town, SHE Statement of Commitment.
- Communicate the Policies to his/her employees and sub-contractors
- Conduct risk assessment before the commencement of the actual work in terms of the contract. Duly completed risk assessment must be signed by the relevant appointed Contractor representative(s).
- Ensure that all employees, contractors and visitors are provided SHE induction prior accessing the site.
- Communicate all identified risk and control measures to their employees.
- The Contractor/client shall report all the reportable incidents/accidents according to:
  - the OHS Act No. 85 of 1993 to the Department of Labour and/or
  - Merchant Shipping Act to SAMSA and/or
  - National Environmental Management Act, to DEA as stipulated within the respective Act(s).
- Develop safe work procedures for their employees specific to the nature of the work they contracted to undertake.
- Monitor and review a plan for risk and hazard identification.
- Ensure that the copy of risk assessment is always available on site on the file.
- Ensure that a Certificate of Good Standing is issued by the Workman's

Compensation Commissioner.

- Appoint all Competent Persons in writing.
- Ensure that all employees under his control are medically declared fit to work, in particular for work being done in elevated positions, confined spaces etc.
- Make provision for health & safety budgets in its tender price as required by law.
- Provide specification to the contractor on measures to prevent exposures, injuries and harm to the environment.
- Carry out regular inspections to assess if they comply with SHE specification.
- Provide all employees with personal protective equipment-free of charge. Ensure that the required PPE or clothing is worn on site and appropriate signage is displayed.
- Ensure that all incidents (including near miss cases) are reported to the appropriate role players and relevant government institutions.

### **2.3 Other Joint Responsibilities:**

- The Client, Agent, Principle and contractors shall ensure that all cleaning activities do not contradict the company policies and other applicable procedures.
- 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.
- The Contractor will give access to TNPA for inspection of plant, machinery and equipment to ensure compliance.

Agent and 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.

### **2.4. Other Requirements**

- The hazards identified by contractors and control measures should be communicated to the contractor's employees.

- A proof of communication of risk assessment should be kept in the contractors file as records.
- TNPA reserves the right to request this information from the contractor at any given time.
- 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.

### **3 SAFETY, HEALTH AND ENVIRONMENTAL FILE**

**3.1** The SHE file will contain but not limited to the following documentations;

- Notification of Construction
- Letter of Good standing
- All OHSACT legal appointment letters
- SHE Plan approved by TNPA Port of Cape Town
- Risks Assessments (initial each page by the relevant appointed personnel)
- Method Statements
- Induction Training
- Certificates of medical fitness
- Equipment maintenance and inspection
- PPE Issue control sheet
- Training Records
- Standard Operating Procedures (SOP's)
- Accident and Emergency Procedure
- Environment Management/Control Plan (EM/CP)
- Excavation plan (where applicable )
- Fall protection plan(where applicable )
- Scaffolding plan ( where applicable )
- Demolition Plan (where applicable)
- Explosive & Blasting Permits and Method Statements (where applicable)

**3.2** This file will be kept on site and will be available at all times to TNPA, Safety/Environmental Officer(s) conducting his/her compliance routine

inspections, Department Of Labor, DEAT or any other Government body whom happen to visit the area for any reason.

**3.3** At completion of contract, a combined exit inspection between TNPA( Construction/Projects Safety/Environmental Officer or his/her assistants) and the Contractor must be conducted at areas where work has commenced. The Health and Safety file will be included in the consolidated file and it will be handed over to the TNPA representative and be kept at the SHEQ Department for future record purposes (Project leader/Manager).

### **3.4 Notification of Construction**

When a contractor intends to carry-out construction, excavation or demolition work shall before carrying out that work, notify the Department of Labor Provincial Director in writing if includes but not limited:

- The demolition of a structure exceeding a heights of 3 meters
- The use of explosives to perform construction work
- The dismantling of fixed plant at a height greater than 3 meters
- Exceeding 30 days or will involve more than 300 person days of construction work
- This Includes excavation work deeper than 1 meter; or
- Includes working at a height greater than 3 meters above a ground

The principal contactor shall ensure that a copy of notification is kept safe on site for inspection by Department of Labor Inspector or TNPA Representative (Project leader/Manager).

## **4 Letter of Good standing ( Workman's Compensation Certificate )**

- 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 -



- Name of the insured company
- Expiry date-the certificate must be valid during the contract period.
- 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.

## 5. OSH Act legal Appointment

Appointments are legal documents and shall be made in accordance to the provisions of relevant/applicable legislation. Legal appointments of competent persons are used to assist the Employer in executing his/her duties, and to ensure that all work is done safely and that proper supervision is performed at all times.

- All required statutory appointments shall be done in writing.
- All appointed persons shall be competent and be able to prove their competency (Training Certificates).
- An appointment shall include but not limited to the following:
- Any termination of any appointment will be done in writing and a copy placed on file.

## 6. Section 37(2) Agreements

- **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 or Managing Director of your company as soon as possible and return it to the relevant project manager for his signature.
- The relevant TNPA Project Manager will sign the agreement on behalf of the client.

## 7. SHE inspections

- TNPA SHEQ department will conduct SHE inspections at a frequency determined by themselves based on the level of risk of the project.
- The Contractor is always expected to be compliant at all time within the workplaces where the contractor delivers a service to TNPA Port of Cape Town.
- Construction Projects will be classified into High/Medium/Low risk with the frequency of inspections being higher depending on the level of risk.

## **8. PPE**

The contractor shall ensure that all employees are provided with appropriate personal protective equipment suitable for the type of activities that the employees will perform. These shall include but is not limited to;

- Hand protection
- Ear protection
- Eye protection
- Non-slippery safety shoes
- Overalls
- Reflective vests
- Hard hats
- Life jacket when working 5m from the quay side
- Safety harnesses/safety Belts
- Rain Suit

The contractor shall furthermore ensure that all PPE is worn during the carrying out of activities/tasks at all times.

## **9. Handling and Storage of HCS**

- The contractor shall before commencement of the contract provide TNPA Port of Cape Town with a complete list of solvents and or chemicals contractor/client intend to use at the various workplaces
- The contractor shall have a contingency plan in place that adequately addresses solvent and or chemical spillages at the various workplaces.
- The contractor shall ensure that its employees are informed of the hazards and risks associated with the use of the solvents and or chemicals, and records must be kept of such information session.
- The contractor shall provide each location with a file of all solvents and or chemicals to be used at that work place and one comprehensive file must be submitted to TNPA, SHE with all MSDS documents

- MSDS documents must comply with the criteria set out in the Hazardous Chemical Substances Regulations Section 9A.
- No bulk storage of chemicals and cleaning substances are allowed on TNPA premises (<20Liters per substance).
- All chemical containers shall be kept closed after use or when stored
- No illegal or banned substances are allowed on site

## **10. Labelling of containers**

- The contractor shall ensure that all containers containing solvents and or chemicals are clearly labelled and no decant takes places or allow its workers to decant solvents and or chemicals into unlabelled containers.

## **11. Equipment and machinery**

- All equipment and machinery shall be in good working order and compliant with legal requirements.
- Cleaning or repairing of equipment is not permitted in premises unless permission is granted.
- All lifting equipment is identified and load-tested
- Equipment and machinery ( band saw or band knives) must be effectively Safely guarded
- The contractor shall ensure that all tools and materials are kept under lock and key and an inventory be kept on site.
- Contractors shall provide their own equipment which must comply with the standards put down in the Occupational Health and Safety Act (85 of 1993
- Under no circumstances shall the contractors or unauthorized employees be permitted to operate Transnet NPA 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 OHS Manager.

## **12. Health and Safety Training**

### **12.1 Induction**

- The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. A record of attendance shall be kept in the health & safety file. **A suitable venue must be supplied to house this training.**

## **12.2 Awareness**

- The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the health & safety file. All Contractors have to comply with this minimum requirement. At least one of the Toolbox talks shall be on any environmental related issue.

## **12.3 Competency**

- All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This will have to be assessed on regular basis e.g. periodic audits by the Client, progress meetings, etc. The Principal Contractor is responsible to ensure that competent Sub Contractors are appointed to carry out construction work.

## **12.3 Rules of Conduct**

### **12.4 Rules of conduct**

### **12.5**

- he first aider should ensure that the contents of the first aid box comply with the minimum legal requirement
- Trained first-aid personnel are available on site

## **14. Periodic Medical**

- All employees of contractors working within TNPA, Port of Cape Town shall undergo annual medical surveillance which will include:
  - Hearing Tests
  - Audio Tests and /or
  - Other legislative required tests
- The contractor shall confirm in writing to TNPA, SHEQ Department that the intended employees to work at TNPA, Cape Town sites have 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 Cape Town
- The contractor shall after occupation of the construction site ensure that appropriate SHE signs are displayed on site.
- Compliance to the signs shall be monitored by the TNPA Audit team (Engineers/Technicians & SHE Officer for the project).
- 

## **16. SHE Communication & Awareness**

- The Contractor shall notify TNPA of any complaints lodged by a third party, and request appropriate information and measures to address such complaints. The Contractor is responsible for maintaining a complaints register in which all complaints are recorded, as well as action taken. This register shall be available to TNPA on request. Monthly news flashes are communicated by e-mail and SHE notice boards
- The contractors employees will refer to the SHE notice boards in their areas of work for SHE communication
- Monthly news flashes are communicated by e-mail and SHE notice boards

## **17. Incidents & Accident reporting/investigation**

- The contractor shall ensure that its employees report all incidents and accidents to TNPA, SHEQ Department immediately or before the end of their shift.
- It is the responsibility of the Contractor to report the reportable incident/Accident according to the relevant legislation (OHS Act 85 of 1993, NEMA Act 107 of 1998, Merchant Shipping Act) to the Department of Labour 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.

## **18. Scaffolding**

- All scaffolding that are erected on site, shall comply with the provisions of relevant SANS codes and regulations.

- The scaffolding must be erected by competent personnel and such personnel shall be appointed in writing.
- In case of overhead work the area must be safely secured and identified with signs
- Scaffolding must be inspected by a competent person ( Scaffolding Inspector) and signed off for safe to use and the register must be kept on site
- Safety harnesses/ belts must be inspected/checked and are used as required by legislation
- All scaffoldings declared shall be tagged as safe or unsafe to use by a competent person

## **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. At the time of award of the contract, the contractor shall submit to the Project Engineer copies of 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:

- 1) 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.
- 2) 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.

## **20. SECURITY**

The Contractor shall adhere to the Port security measures as enforced by TNPA Port of Cape Town. The contractor is responsible for the safeguarding of his/her own equipment and material while on site and/or working in the Port.

- Ensure that the contractor/ client has been screened and has a security clearance
- Ensure has signed the confidentially agreement
- Ensure that all the employees on his/her site adhered to security rules and Visitors card are worn at all times.

## **21. ENVIRONMENTAL REQUIREMENTS**

The contractor must carry-out an Environmental risk assessment that will identify all environmental risks. All employees must be familiar with environmental risks, their impact and preventatives measures. The contractor must have an environmental management plan( EMP) or Environmental Control Plan (ECP) at all times on site. The contractor/ client must comply with all applicable environmental legislation at all time in the site.

### **22.1 Waste management**

A **Waste Management Method Statement** must be submitted to the TNPA for written approval.

#### WASTE LEGISLATION

Definition of Waste:

“Waste” means any substance , whether or not that substance can be reduced, re-used, recycled and recovered.

- (a) that is surplus, unwanted, rejected, discarded, abandoned or disposed of;
- (b) Which the generator has no further use of for the purposes of production;
- (c) that must be treated or disposed of;

The Contractor shall institute on-site waste management general duties

\* 16 (1e-f) Holder of waste must' within the holders power' take all reasonable measures

- Disposed responsible manner:
- Not endanger health/environment/cause nuisance-noise, odour or visual impact
- Prevent any employee/any person under supervision from contravening this Act
- Prevent the waste used for unauthorised purpose

\* Contravenes or fails to comply – liable with a fine not exceeding R10M

The waste management program will address, but is not limited to, the following:

- An inventory of expected wastes and their categories;

- Categories of waste;
- Plan of dealing with waste;
- Compliance with local authority requirements;
- Auditing and monitoring;
- 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 SHEQ Officials. This clean up shall be for the contractor's account.

Contractor shall not dispose of any waste and/or construction debris by burning or burying. The use of waste bins and skips is recommended. 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 his/her 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 and disposal certificate must be produced.

## **22.2 Dust/smoke control**

- A **Dust Control Method Statement** must be submitted to the SHEQ Manager for written approval, where applicable.
- The Contractor shall be responsible for the continued control of dust arising from his operations. The Contractor shall inform the TNPA SHEQ Manager/Construction/Projects Safety Officer 48 hours in advance of anticipated "unavoidable" dust/smoke-generating activities.
- No vehicles are allowed to leave the Port covered with dust/mud/sand; vehicles must at all times be kept clean.
- Special precautions should be taken to minimise the generation of dust in the vicinity of the following sensitive areas:
  - Administration office blocks
  - Residential areas
  - Other ( as specified by TNPA )

## **22.3 Noise control**



- The Contractor shall take precautions to minimise noise generated on site as a result of his operations, especially when working in areas or on activities that may impact on neighbouring land users.
- The Contractor shall comply with the applicable Bylaw Regulations with regards to noise, to be included into their detailed method statements.

## **22.4 Transportation**

- Transportation of passengers in the load box of a bakkie will not be permitted in the Port.
- No transportation of passengers and material/equipment on the same load box will be allowed on site and in the Port.
- No hanging over the back of a bakkie or truck by people will be allowed within the Port of Cape Town. Bakkie(s) with an appropriate canopy and appropriate seating should be used for the transportation of people in the Port and on site.
- Speed limit within the Port is strictly 60 km/h unless otherwise indicated and no speeding will be tolerated.

## **22 GENERAL SITE PROCEDURES**

### **22.1 Site establishment**

- The Contractor is advised that certain areas within the port have been identified as being Environmentally Sensitive Areas. The contractor shall ensure that the construction activity has been carried out in a manner which the environment is been protected.
- In order to minimize adverse impacts to the sensitive area during construction activities the, sensitive area shall not be entered or used for any purpose unless a written motivation has been submitted to the SHEQ Manager by the Responsible Person, and a written approval has been received from the SHEQ Manager.
- The Contractor shall prevent physical disturbance or pollution of these areas. The SHEQ Manager may impose conditions on operations in or near sensitive area including instructing the Responsible Person to restrict the number of construction personnel and equipment operating near sensitive area in the port

## **22.2 Site camp**

- Prior to establishment TNPA shall approve the location and size of the Contractors' Camp.
- It is also the responsibility of the Contractor to ensure that the Contractor's Camp is neat and tidy and labourer's facilities are of acceptable standards.
- Proper housekeeping should be maintained at all times by the Contractor as it will also form the basis of the routine TNPA inspections.

## **22.3 Demarcation of the site**

- It is important that activities are conducted within a limited area to facilitate control and to minimise the impact on the existing natural environment and the surroundings landowners.
- Contractor shall demarcate the boundaries of the site in order to restrict construction activities to the site.
- The method of demarcation and the location of the demarcated area shall be determined by the Contractor and approved by the TNPA prior to any work being undertaken.
- The Contractor shall ensure that all his plant, labour and materials remain within the boundaries of the site. Failure to do so may result in the Contractor being required to fence off the boundaries of the site at his own expense to the satisfaction of the TNPA.

## **22.4 Handling of waste in site camp**

- Waste generated at the construction camps shall be separated into recyclable and non-recyclable waste, and shall be separated as follows:
  - Hazardous waste (including old oil, diesel, petrol tins, paint, bitumen, etc.)
  - Recyclable waste (paper, tins, glass etc )
  - General waste
  - Reusable construction material
- Wastewater from any other ablution or kitchen facilities on site shall be discharged into a suitable, well-managed conservancy tank. The design

specifications for conservancy tanks shall be submitted to the TNPA for approval. Contractor shall be responsible for ensuring that the system continues to operate effectively throughout the project and that the conservancy tank is emptied as required during the project. Contractor shall employ a suitably qualified sub-contractor or the local authority to empty the conservancy tank.

- Recyclable waste shall be deposited in separate skips/bins and removed off site for recycling. Contractor may wish to enter into an agreement with the surrounding communities and/or his staff with regard to the collection and sale of recyclable and reusable materials.
- Hazardous waste, including waste oil and other chemicals (e.g. paints, solvents) shall be stored in (an) enclosed area(s) for the duration not exceeding the required time of the Waste legislation, and shall be clearly marked. If deemed necessary by the TNPA, the Contractor shall obtain the advice of a specialist waste expert with regard to the storage of hazardous waste. Such waste shall be disposed off site by a specialist waste contractor, at a licensed hazardous waste disposal site. The Responsible Person ( Holder of Waste ) must maintain records proving the correct disposal of hazardous waste.
- The TNPA shall be consulted about, and agree to, the method of storage and disposal of hazardous waste prior to the submission of a method statement.

## **22.5 Servicing/fuelling of construction equipment**

- Servicing and fuelling should preferably occur off site at designated Fuel Service Stations.
- 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 the 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 at the Contractor's cost.

- Similarly, no vehicles or machines shall be refuelled on site except at designated refuelling locations, unless otherwise agreed with the 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/she has appropriate absorbent materials (or equivalent) and/or preferably drip trays available to collect any oil, fluid, etc.

## **22.6 Fuels and chemicals**

- Contractor shall keep the necessary materials and equipment on site to deal with ground spills of any of the materials used or stored on site.
- Contractor shall ensure that no oil, petrol, diesel, etc. is discharged onto the ground. Pumps and other machinery requiring oil, diesel, etc. that is to remain in one position for longer than two days shall be placed on drip trays. The drip trays shall be emptied regularly and the contaminated water disposed of off-site at a facility capable of handling such wastewater. Drip trays shall be cleaned before any possible rain events that may result in the drip trays overflowing and before long weekends and holidays.
- Used oil shall be stored at a central location on site prior to removal off site. Contractor shall remove all oil-, petrol-, and diesel-soaked sand immediately and shall dispose of it as hazardous waste.

Should the TNPA SHEQ Manager and/or the relevant authorities deem it necessary to institute a programme for the removal of contaminated ground resulting from the non-compliance of the controls detailed above, these costs will be for the contractor's account. The TNPA SHEQ Manager and relevant authorities, if appropriate shall approve remedial action.

## **22.7 Tanker terminal**

- The contractor should comply with all applicable legislation, procedures and good practise of the tanker terminal. The contractor shall adhere to all the rules of this tanker terminal. These rules includes but not limited to the following:

- Cameras equipment that contains batteries may produce incentive spark from the flash or the operation of electrically-powered items aperture control and films winding mechanism. Therefore this equipment should not be used in hazardous areas, unless it is certified as being suitable for use in the hazardous area.
- Communication equipment can be used unless it is certified intrinsically safe or other approved design.
- All communication equipment such as telephone, talk back system, signal lamps, search lights loud hailer, cellular phoned, cigarette lighters , closed circuit television and electrical control for ship whistling should neither be used nor connected or disconnected when the area in which they are positioned come within the boundary of shore hazardous zone
- No open flame as well as smoking is allowed in the Class 1 zone.

### **23. SITE REHABILITATION**

- Contractor shall be responsible for rehabilitating any areas cleared or disturbed for construction purposes that are to be incorporated into the open space or buffer zones (e.g. pipeline routes, road fringes and roads).
- All construction equipment and excess aggregate, gravel, stone, concrete, bricks, temporary fencing and the like shall be removed from the site upon completion of the work. No discarded materials of whatsoever nature shall be buried on the site without the written approval of the TNPA. No dumping of many materials or aggregate without written approval from the SHEQ Manager.

### **24. MANAGEMENT AND MONITORING**

- This section focuses on the systems and procedures required to ensure that the SHE Specification are effectively implemented. The emphasis is on monitoring, training and penalties/incentives aimed at ensuring compliance to the SHE Specification, Method Statements and SHE Legal requirements. Suitable documentation and external checks are crucial to ensure compliance and methods to achieve this are also presented in this section.

## **24.1 General inspection monitoring and reporting**

TNPA shall:

- Conduct SHE inspections at a frequency determined by the level of risk of the project.
- The Contractor is always expected to be legally compliant at all time within the workplaces where the contractor delivers a service to TNPA Port of Cape Town.
- Construction Projects will be classified into High/Medium/Low risk with the frequency of inspections being higher depending on the level of risk.
  - Provide the contractor with a monthly written report, detailing compliance and non-compliance with the SHE Specification, Method Statements and applicable SHE Legislation, as well as SHE performance. This SHE Performance and Compliance Report will be available to the Authorities, if it required by a RoD or Environmental Authorisation.
- Maintain a record of major incidents (spills, impacts, complaints, legal transgressions etc) as well as corrective and preventive actions taken, for submission to the SHEQ Manager at the scheduled monthly report back meetings.
- If any major non-conformance and/or incident occur, TNPA reserves the right to stop work on site until the incident/non-conformance has been cleared or remedied to the satisfaction of TNPA. All costs incurred will be for the contractor's account including stoppage time, or time lost.
- Conduct regular internal audits to ensure that the system for implementation of the SHE Specification, Method Statements and Risk Assessment are operating effectively. The audit shall check that a procedure is in place to ensure that:
  - the method statements, SHE Specification and Risk Assessment being used are the current versions;
  - variations to the Risk Assessment/Method Statements and non-compliances and corrective actions are documented;
  - appropriate SHE training of personnel is undertaken;
- Emergency procedures are in place and effectively communicated to personnel.

## **25 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;

- Hot work permit
- Cold work permit
- Working in confined spaces,
- Lock out certificate (in particular when doing electrical work)
- Working at height (above 3 meters)
- EIA-Record of Decision/Environmental Authorisation(usually conducted independently and provided by TNPA)
- Gas free certificates
- Isolation permits
- Diving permits
- Working with spark ( Tanker terminal)
- Heavy lifts
- Work on electrical equipment

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.

**SHE Department Contact Details:**

Physical Address:

Risk Management Building  
 Duncan Road  
 Port of Cape Town  
 8001

Postal Address:

P.O. Box 4245  
 Cape Town, Western Cape  
 8000

<b>NAME</b>	<b>DESIGNATION</b>	<b>TELEPHONE</b>	<b>E-MAIL</b>
<b>Motlagomang</b>	SHEQ Manager	083 283 3451	Motlagomang.chobokoane@transnet.net

<b>Chobokoane</b>		021 449 4735	
<b>Jeanette Ramatapa</b>	Risk Specialist	021 449 2152 060 579 7889	Jeanette.ramatapa@transnet.net
<b>Michael Jacobs</b>	Risk Specialist	021 449 2725 083 419 4580	Michael.jacobs@transnet.net
<b>Thozama Khophe</b>	Risk Specialist	021 449 2471 083 260 3474	Thozama.khophe@transnet.net
<b>Michael Melato</b>	Environmental Specialist	021 4492152 083 460 0021	Michael.melato@transnet.net
<b>Bongani Dilima</b>	Environmental Specialist	021 4492736 083 460 3261	Bongani.Dilima@transnet.net
<b>Johnny Loji</b>	Fire Chief	021 449-5848 083 561 8803	Johnny.loji@transnet.net



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**APPOINTMENT AS SUPERVISOR OF CONSTRUCTION WORK IN TERMS OF CONSTRUCTION REGULATION 8(7) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the Construction regulations, hereby appoint you .....  
*Full name*  
as the Supervisor of Construction Work for the following project:

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Supervise all Construction work on the premises in accordance with CR8 (1-5) to ensure the requirements of the Construction Regulations are adhered to.
2. Supervise and ensure compliance to relevant SANS Codes incorporated in terms of Regulation 14(1) and (GNR 1020 of 18/7/2003).
3. Ensure compliance with all the requirements of the National Building Regulations.
4. Ensure compliance with the project health and safety plan as well as any requirements for health and safety prescribed by the client or the principal contractor through their authorised agents.

A copy of the said Construction Regulations and a copy of the health and safety plan are attached for your convenience and you are to familiarize yourself with the requirements of the regulations and the plan and ensure that all construction work is done in accordance with these requirements.

This appointment will become effective on the date of acceptance thereof, and will be valid until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS ASSISTANT SUPERVISOR OF CONSTRUCTION  
WORK IN TERMS OF CONSTRUCTION REGULATION 8(8) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE .....(FOR EMPLOYER) having been appointed  
to ensure full compliance with the Construction regulations, hereby appoint you .....  
as Assistant Supervisor of Construction Work for the following project:  
*Full name*

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Supervise all Construction work on the premises in accordance with CR8 (1-5) to ensure the requirements of the Construction Regulations are adhered to.
2. Ensure compliance with all the requirements of the National Building Regulations.
3. Supervise and ensure compliance to relevant SANS Codes incorporated in terms of Regulation 14(1) and(GNR 1020 of 18/7/2003).
4. Ensure compliance with the project health and safety plan as well as any requirements for health and safety prescribed by the client or the principal contractor through their authorised agents.
5. Report to the Supervisor of Construction work on any deviations and progress and comply with any lawful instruction issued by them

A copy of the said Construction Regulations and a copy of the relevant health and safety plan are attached for your convenience and you are to familiarize yourself with the requirements of the regulations and plan and ensure that all construction work is done in accordance with these requirements.

This appointment will become effective on the date of acceptance thereof, and will be valid until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS AN EXCAVATION WORK SUPERVISOR IN TERMS OF  
CONSTRUCTION REGULATION 13(1)(a) OF THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, NUMBER 85 OF 1993 AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the Construction regulations, hereby appoint you .....  
as the person responsible for excavation work on the following project: *Full name*  
.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to the requirements for excavation work as prescribed in Construction Regulation 13 as well as any additional requirements identified by the health and safety plan for this project. This includes conducting inspections at prescribed intervals on the excavations and recording your findings in a logbook kept for this purpose.
2. Immediately inform the Construction Supervisor of any dangerous situation arising from excavation work and advise him on corrective action that can be taken.
3. Ensure that all excavation work is performed under permit conditions where that is applicable.

Copies of the said Construction Regulations and the health and safety plan are attached for your convenience and you are to familiarize yourself with their requirements and ensure that all excavation work is as prescribed therein.

This appointment will become effective on the date of acceptance thereof and will be valid for the duration of the project.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: \_.....



**APPOINTMENT AS THE SITE RISK ASSESSOR IN TERMS OF  
CONSTRUCTION REGULATION 9(1) OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT,**

**(85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the OHS Act and Regulations, hereby appoint you .....  
*Full name*  
as the person responsible to conduct risk assessments prior to the commencement of  
construction  
work and any other risk-assessment required for the duration of construction work for the  
following project:  
.....  
.

YOUR RESPONSIBILITIES ARE TO:

1. Take the necessary steps to identify and analyse the potential hazards and risks in the working environment from both health, hygiene and safety aspects within the broad context of preventing occupational injuries and diseases.
2. Establish as far as is reasonable what dangers to the safety of persons are attached to any work performed, article which is processed, used, handled or stored and any machinery which is used, and further to establish the precautionary measures which should be taken with respect to such work, article, or machinery in order to protect the safety/health of persons.
3. Document the plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
4. To identify, measure and control potential workplace hazards such as concentrations of flammable, toxic or corrosive gases, dusts, mists and fumes, ergonomic hazards and the intensity and frequency of noise and vibrations.
5. To ensure that occupational hygiene stressors are monitored and controlled through effective action plans i.e. planned maintenance/medical surveillance.
6. To ensure all documentation is safely secured and available on site as per requirements. Keep a copy of the risk assessment is on site and available for inspection by interested and affected parties
7. Compile and implement a monitoring plan; and a review plan for the risk assessment and mitigating procedures.
8. Consult with the health and safety committee or, if there isn't one, with a representative group of employees, on the development, monitoring and review of the risk assessment.
9. Ensure that the Construction Supervisor has a thorough understanding of the hazard identification and risk assessment.
10. Review the assessment if there are significant changes in circumstances which may invalidate the existing assessment, and in accordance with the review plan that you have established.
11. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to risk assessments.

A copy of the Construction Regulations of the OHS Act is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will become effective on the date of acceptance thereof, until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

### ACCEPTANCE

I.....understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS SUPERVISOR OF DEMOLITION WORK IN TERMS OF CONSTRUCTION REGULATION 14(1) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the Construction regulations, hereby appoint you .....  
*Full name*  
as the person responsible for demolition work on the following project:

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Supervise all demolition work on the premises in accordance with CR 14.
2. Ensure that risk assessments and a detailed structural engineering survey of the structure to be demolished are carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed.
3. Carry out inspections on the structural integrity of the structure at intervals determined in the method statement
4. Ensure compliance with all the requirements of the National Building Regulations.
5. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to demolition work.

A copy of the said Regulation is attached for your convenience and you are instructed to ensure that you familiarise yourself with the definition and scope of demolition work and ensure that all such work is done in accordance with this regulation.

This appointment will become effective on the date of acceptance thereof, and will be valid until completion of the said demolition work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

## APPOINTMENT AS SANITATION, PLANT HYGIENE FACILITIES INSPECTOR

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHSA (85 of 1993), and regulations, hereby appoint you .....  
*Full name*  
as the person responsible for Sanitation, Plant Hygiene, Canteen (Kitchen) facilities.

YOUR RESPONSIBILITIES ARE TO:

1. To ensure that monthly inspections are carried out on all sanitation, plant hygiene, canteen (kitchen) facilities by completing a checklist.
2. To provide the Safety/Health/Environment Committee with a report on all deviations noted during the inspections and the appropriate corrective action taken.
3. To ensure that all plant hygiene, sanitation (toilets, showers, change rooms) and canteens meet the minimum legal requirements as stipulated in the various forms of legislation
4. That the health education programme makes provision for personal hygiene, communicable disease prevention awareness.

A copy of the Facilities Regulations is attached for our convenience and you are to familiarise yourself with the stipulations of these regulations. You must also familiarise yourself with the applicable parts of the National Building Regulations, the Health Act, local authority by laws and SANS code of practice 10400, 241 and 1049

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation:.....

Designation .....

Date: .....

Date: .....

---

### ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

# APPOINTMENT AS POLLUTION PREVENTION/MONITORING

## CO-ORDINATOR/OFFICER

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHS Act and regulations, and responsible for relevant environmental legislation hereby appoint you ..... as the person responsible for pollution prevention. *Full name*

### YOUR RESPONSIBILITIES ARE TO:

1. Identify all emission/discharge points to air, water and ground.
2. Identify potential non-point source emissions.
3. Identify possible fugitive emission sources.
4. Ensure all permits or other negotiated pollution requirements are available.
5. Identify opportunities for prevention or reduction of pollution with the assistance of interested and affected parties.
6. Where the potential exists, set objectives and targets to promote pollution reduction.
7. Establish monitoring programmes to track progress objectives and targets.
8. Identify and establish pollution acceptance criteria.
9. Establish warning systems to alert management when non-compliance with acceptance criteria is approached.
10. Ensure pollution control instrumentation and equipment is included on a planned maintenance system.
11. Familiarise all employees with the potential pollution hazards.
12. Identify all polluted areas that require rehabilitation.
13. If required, ensure that rehabilitation programmes are authorised by management and/or outside authorities.
14. Where rehabilitation programmes have been authorised, ensure that previously polluted areas are adequately rehabilitated.

A copy of the relevant environmental legislation is attached for your convenience and you are to familiarise yourself with the Acts and Regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

### ACCEPTANCE

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

# APPOINTMENT AS ENVIRONMENTAL PROGRAMME

## CO-ORDINATOR/OFFICER

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER)

having been appointed to ensure compliance with legislation, hereby appoint you

..... as the person responsible for the Environmental  
*Full name*

Management.

YOUR RESPONSIBILITIES ARE TO:

1. Establish, implement and maintain an environmental management system in accordance with accepted standard(s).
2. Ensure that standards, procedures and operational controls are complied with on a day-to-day basis.
3. Report to management on the performance of the environmental management system as a means to facilitate continual improvement in the environmental management system.
4. Remain conversant with environmental legislation and other requirements applicable to the environmental aspects of the organisation.
5. Have a working knowledge of environmental policy and new developments in the field of environmental management.
6. Identify, establish and maintain appropriate links with interested and affected parties.
7. Ensure that employees are environmentally aware and perform their duties in an environmentally responsible manner.
8. Co-ordinate the monitoring and measurement of environmental performance in accordance with accepted indicators.
9. Provide advice to managers and employees on environmental issues applicable to the organisation
10. Facilitate an integrated approach to risk management.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

### ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....





**APPOINTMENT AS A SUPERVISOR FOR STACKING AND STORAGE IN  
TERMS OF GENERAL SAFETY REGULATION 8.1 (a) CONSTRUCTION  
REGULATION 28 (a) OF THE OCCUPATIONAL HEALTH AND SAFETY  
ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the OHS Act and Regulations, hereby appoint  
you.....  
*Full name*

as Stacking/Storage Inspector to ensure that the stacking and storage are conducted in  
accordance

With General Safety Regulations 8 and Construction Regulations 28 for the following area or  
project:

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure that the stacking/storage in the area designated to you comply with the requirements of GSR 8, and Construction Regulation 28 (a-d).
2. Ensure that all stacking operations are executed under your personal supervision.
3. Inspect all the stacking/storage operations to ensure that it adhere to GSR 8/Construction Regulations 28.
4. Immediately take action to break down unsafe stacks, and to rebuild them in a safe and stable manner.
5. Ensure, when stacks are built, that the sprinkler systems are not interfered with and that aisles and exits are clear at all times.
6. Ensure that flammable liquids, gas cylinders, and chemicals are stored safely, and to report any unsafe stacking to the Health and Safety Committee.
7. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to stacking and storage.

A copy of the General Safety and Construction Regulations of the OHS Act are attached for your convenience and you are to familiarize yourself with the requirements of the regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS LADDER INSPECTOR IN TERMS OF GENERAL  
SAFETY REGULATIONS 13A OF THE OCCUPATIONAL HEALTH AND  
SAFETY ACT**

**(85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS Act and Regulations hereby appoint you..... *Full name*

as the person responsible to inspect all ladders on the premises.

YOUR RESPONSIBILITIES ARE TO:

1. Maintain records of all ladder inspections, modifications, repair or redundancy.
2. Ensure that all portable ladders are stored horizontally so as to avoid damage to the ladder.
3. Ensure all ladders are numbered in a clear and standardised manner, and recorded on register
4. Remove any ladder that is not safe to use and tag it with an "UNSAFE – DO NOT USE" tag.
5. Where any ladder is beyond repair it is your responsibility to ensure that it is destroyed.
6. When a ladder is declared "unfit for use" (destroyed), you must see to it that the ladder is replaced immediately, not using the same number.

A copy of the General Safety Regulations of the OHS Act is attached for your convenience and you are to familiarise yourself with the requirements of the regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....



**APPOINTMENT AS SCAFFOLD (ERECTION, ALTERATION AND  
DISMANTLING) SUPERVISOR IN TERMS OF CONSTRUCTION  
REGULATION 16(1) OF THE OCCUPATIONAL HEALTH AND SAFETY  
ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS Act and Regulations hereby appoint you..... *Full name*

in your capacity to be in charge of and to supervise the installation and dismantling of scaffolding on the premises / or on the following project:  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Supervise the erection, alteration and dismantling of scaffolding as per the Construction Regulations and the incorporated SANS 1085.
2. Inspect scaffolding and record inspections in the register as indicated in SANS 1085.
3. Ensure that all work involving scaffolding is conducted according to the legal requirements.
4. To ensure safekeeping of records of all scaffolding inspections conducted.
5. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to scaffolding.

A copy of the Construction Regulations of the OHS Act and SANS 1085 are attached for your perusal and you are to familiarise yourself with their requirements.

This appointment will become effective on the date of acceptance thereof until..... or until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....



**APPOINTMENT AS OPERATOR OF LIFTING MACHINERY/LIFTING  
TACKLE/FORKLIFTS IN TERMS OF DRIVEN MACHINERY REGULATION  
18 (11) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF  
1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS and Regulations hereby appoint you..... *Full name*

to ensure that the lifting machinery on the premises is operated according to the relevant regulations.

YOUR RESPONSIBILITIES ARE TO:

1. Ensure that the maximum safe workload as indicated on the machine and tackle is not exceeded.
2. Check all safety devices at the beginning of every shift/daily.
3. Ensure that lifting tackle are identified by number and placed on register
4. Ensure that the Lifting Equipment/Forklift register is completed and available on the premises.
5. Operate the allocated machine(s) according to regulations and manufacturer's requirements.
6. Ensure that your licence to operate lifting equipment remains valid and not operate lifting equipment if your licence has expired.
7. Comply with all other health and safety requirements of the company that relates to your work, such as stacking and storage requirements, hazard reporting and other instructions.
8. Do not allow unauthorised persons to operate lifting equipment under your control and not transport any person with lifting equipment.

**[NOTE: THE LAST TWO ARE NOT TYPICAL DUTIES PERFORMED BY A LIFTING MACHINE OPERATOR]**

A copy of Driven Machinery Regulation of the OHS is attach for your perusal and you are to familiarise yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....



## ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS INSPECTOR OF LIFTING MACHINERY/LIFTING  
TACKLE/FORKLIFTS IN TERMS OF DRIVEN MACHINERY REGULATION  
18 (11) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF  
1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS and Regulations hereby appoint you..... *Full name*

to ensure that the lifting machinery on the premises complies with the relevant regulations.

YOUR RESPONSIBILITIES ARE TO:

1. Ensure that all lifting machinery and tackle are inspected and load tested as prescribed by the regulation.
2. Ensure that the maximum safe workload is indicated on all lifting machinery.
3. Ensure that lifting tackle are identified by number and placed on register
4. Ensure that the Lifting Equipment/Forklift register is completed and available on the premises.

A copy of Driven Machinery Regulation of the OHS is attach for your perusal and you are to familiarise yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS GOODS HOIST INSPECTOR IN TERMS OF DRIVEN MACHINERY REGULATION 17(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHSA and regulations, hereby appoint you ..... *Full name* as the inspector of Goods Hoist/s on the premises.

YOUR RESPONSIBILITIES ARE TO ENSURE COMPLIANCE TO DMR 17 WHICH INCLUDES:

1. Inspect all hoists at least once every three months.
2. During inspection determine the serviceability of the entire hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices. Report findings to the designated person.
3. Keep a register or logbook to record the results and findings of inspections.

A copy of the Driven Machinery Regulations is attach for your convenience and you are to familiarise yourself with the Act and Regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS MATERIAL HOIST INSPECTOR IN TERMS OF  
CONSTRUCTION REGULATION 19(8)(a) OF THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the Construction regulations, hereby appoint you .....  
*Full name*

as material hoist inspector for the following project:

.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to Construction Regulation 19, which includes the following duties:
2. Inspect all material hoists on a daily basis as per 19(8) (a-d).
3. During inspections determine the serviceability of the entire hoist including guides, ropes and their connections, drums, sheaves or pulleys and all safety devices. Report findings to the designated person.
4. Register or logbook to reflect:
  - record of results and findings during inspections.
  - your signature.
5. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to material hoists.

A copy of the said Construction Regulation 19 is attached for your convenience and you are to familiarize yourself with the requirements of the regulations and you are directed to give full effect to same.

This appointment will become effective on the date of acceptance thereof until..... or until the construction work is completed.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS COMPETENT PERSON/FIRM FOR LIFTS,  
ESCALATORS AND PASSENGER CONVEYORS IN TERMS OF LIFT,  
ESCALATOR AND PASSENGER CONVEYOR REGULATION 6(1) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the OHSA and regulations, hereby appoint you .....  
*Full name*  
as the competent person responsible for Lifts, Escalators and Passenger Conveyors.

YOUR RESPONSIBILITIES ARE TO:

1. Ensure that all lifts, escalators and passenger conveyors used are of the highest standard, meet manufacturers requirements, comply with all statutory requirements and relevant SANS codes.
2. Examine/Inspect and maintain the lifts, escalators and passenger conveyors as per Lifts, Passenger and Escalator Conveyor Regulations 4, 5, 6 and 7.
3. Document all inspections, tests, adjustments, modifications and repair in a record/register or logbook.
4. Keep records for a period of 10 years.

A copy of the Lift, Escalator and Passenger Conveyors Regulations is attach for your convenience and you are to familiarise yourself with the Act and Regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS LIFT OPERATOR IN TERMS OF LIFT, ESCALATORS  
AND PASSENGER CONVEYOR REGULATION 2(5) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHSA and regulations, hereby appoint you .....  
*Full name*  
as the lift operator in terms of the Lifts, Escalators and Passenger Conveyors Regulations for the  
Lift No..... that is not automatically operated.

YOUR RESPONSIBILITIES ARE TO:

- 1.
2. **[NOTE: THESE ARE NOT TYPICAL DUTIES A LIFT OPERATOR WILL PERFORM.]**
3. Do not use the lift if the required 36 monthly test report is not conducted or available.
4. Follow the manufacturer's instructions for operation of the lift, as well as any other instruction issued by the company in this regard.
5. Do not allow an unauthorised person to operate the lift, and lock access to the lift when you are not in attendance.

A copy of the Lift, Escalator and Passenger Conveyor Regulations is attach for your convenience and you are to familiarise yourself with the Act and Regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS PRESSURE VESSELS INSPECTOR IN TERMS OF  
VESSELS UNDER PRESSURE REGULATION 13 OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS Act and Regulations hereby appoint you..... *Full name*

as pressure vessel inspector, to ensure that the Vessels Under Pressure Regulations are implemented and adhered to, at all times.

YOUR RESPONSIBILITIES ARE TO:

1. Inspect, internally and externally, and conduct a hydraulic pressure test to 1,25 times the maximum safe operating pressure on all pressure vessels at intervals not exceeding 36 months. After these inspections and tests, declare whether the equipment is safe for use or not.
2. Enter the results of the tests and examinations and details of any modifications and repairs into the record book as required by VUP Regulation 14.
3. Report any deviations, modifications and repair to be completed.
4. Ensure that during maintenance, equipment is kept clean and free from any –
  - (a) carbonized oil or other inflammable material which may ignite under working conditions;
  - (b) material which may cause corrosion; or
  - (c) material which is liable to chemical reaction which may cause an uncontrolled rise in pressure.
5. Ensure that you are registered with the approved organisation as prescribed.

A copy of the Vessel under Pressure regulations of the OHS Act is attached for your perusal and you are to familiarise yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS PORTABLE GAS CONTAINER INSPECTOR IN TERMS OF VESSELS UNDER PRESSURE REGULATION 10 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT**

**(85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the Vessel under Pressure regulations , hereby appoint you ..... as inspector of portable gas containers to ensure that  
*Full name*

portable gas containers such as all gas welding and cutting equipment are maintained and used in a safe manner.

YOUR RESPONSIBILITIES ARE TO:

1. Ensure that all portable gas containers are inspected and tested as prescribed in SANS 1019.
2. Ensure compliance to all legal requirements applicable to portable gas containers.
- 3.
4. Ensure that records/registers are kept for all inspections and tests and are available on premises.

Copies of the Vessels Under Pressure Regulations and SANS 1019 are attach for your convenience and you are to familiarise yourself with their requirements.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....



**APPOINTMENT AS DESIGNATED PERSON FOR HAZARDOUS  
SUBSTANCES/CHEMICALS IN TERMS OF THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the OHSA and Regulations, hereby appoint you .....  
As Hazardous Chemical Substances Co-ordinator. *Full name*

YOUR RESPONSIBILITIES ARE TO:

1. Keep an updated alphabetical list of all hazardous chemical substances (HCS). This list must contain the following information:
  - All HCS used on the premises as well as all process air contaminants such as dusts, fumes, etc.
  - Product name and the active ingredient of the substance.
  - Classification of the HCS as per SANS 10228 (Class and Danger group).
  - Indicate if the HCS is listed in table 1, 2 or 3 of the HCS Regulations.
  - If the HCS is listed in table 1 or 2 of the HCSR the OEL must be indicated on the list.
2. Ensure that hazardous chemical substance risk assessment of potential exposure, as well as occupational hygiene surveys are conducted as prescribed by the Regulations.
3. If the substance is listed in table 3 of the HCSR, ensure that medical surveillance and biological monitoring as prescribed by the HCSR are conducted on all employees exposed to the substance.
4. Review/update the alphabetical list of hazardous chemical substances on a regular basis.
5. Obtain the required hazard information (MSDS) (Annexure 8 of HCSR) for all identified hazardous chemical substances from the supplier or manufacturer of the product.
6. Exercise control over the safe storing, labelling, issue and handling of all hazardous chemical substances as per the above list.
7. Ensure that all hazardous chemical containers are safely disposed of if not returned to the supplier.
8. Ensure all employees exposed to HCS are trained as prescribed by the Regulations.

A copy of the Hazardous Chemical Substance Regulations is attached for your convenience and you are to familiarize yourself with the requirements of the regulations.

This appointment will become effective on the date of acceptance thereof, from.....to.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation:.....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

# APPOINTMENT AS MOTOR TRANSPORT OFFICER

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full

compliance with the OHSA and Regulations and responsible for compliance with other relevant legislation hereby appoint you ..... to serve as the Motor Transport Officer.  
*Full name*

YOUR RESPONSIBILITIES ARE TO:

1. Ensure Vehicle/equipment/operator compliance with the National Road Traffic Act (93 of 1996).
2. Vehicle and safety equipment complies with RTQS. **[NOTE: I HAVE NO IDEA WHAT THIS IS, DO YOU?]**
3. Check driver's licences at least every six months.
4. Ensure that all vehicles are equipped with fire-extinguishers. **[NOTE: THIS IS ONLY A LEGAL REQUIREMENT FOR CERTAIN VEHICLES, I DON'T KNOW IF NOSA HAS A DIFFERENT STANDARD.]**
5. Familiarise all drivers with accident/incident procedures.
6. Ensure that all drivers and equipment operators undergo annual medical surveillance including eyesight tests.
7. Ensure daily checklists are completed by the driver/operator and deviations are reported and corrected.
8. Implement a driver training/licensing and refresher training programme for all operators of motorised equipment, at specified timeframes according to requirements.
9. All forklift trucks are load tested annually as prescribed by DMR 18 (5), by a person competent to perform these tests.
10. Implement an employee traffic awareness programme.
11. Ensure safekeeping of all records as required by regulations.

A copy of the said OHSA (85 of 1993) and Regulations and the National Road Traffic Act are attached for your convenience and you are instructed to ensure that you familiarize yourself with their requirements.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

## ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS ACCREDITED PERSON (INSTALLATION  
ELECTRICIAN) IN TERMS OF ELECTRICAL INSTALLATION  
REGULATION 4(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT  
(85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHSA and Regulations hereby appoint you .....  
*Full name*  
as an accredited person to exercise general control over the following electrical installation work.

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

- Familiarise yourself with the applicable regulations and incorporated SANS codes and ensure compliance of the installation work therewith.
- Issue and keep certificates of compliance for all installations performed.
- Maintain your accreditation as prescribed by the Regulations.
- Perform your work in a safe manner and ensure that all employees working under your supervision do the same.
- Comply with the company's health and safety requirements applicable to your work, such as lock-out procedures.

A copy of the said OHSA (85 of 1993) and Regulations is attached for your convenience and you are to familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS INSPECTOR OF ELECTRICAL EQUIPMENT IN  
HAZARDOUS LOCATIONS IN TERMS OF EMR 8(7) AND THE  
ELECTRICAL INSTALLATIONS REGULATIONS OF THE OCCUPATIONAL  
HEALTH AND SAFETY ACT (85 OF 1993) AS AMENDED/MHSA**

**(29 OF 1996) 2.13.1/2**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed in terms of section 16(2) of the Occupational Health and Safety Act (85 of 1993) MHSA 2.13.1/2 to ensure full compliance with the Act and its regulations, hereby appoint you *Full name* ..... to carry out inspections in terms of the OHSA (85 of 1993) MHSA (29 of 1996) as Inspector of electrical equipment in hazardous locations.

YOUR RESPONSIBILITIES ARE TO:

1. Examine and test all applicable electrical machinery or parts thereof at intervals as indicated in the applicable legislation and record such findings in a register.
2. Familiarise yourself with the requirements of the applicable regulations and follow them during your inspections.
3. Enter the results of the tests and examinations into the record book provided.
4. Adhere to and familiarise yourself with the following SANS codes:
  - (a) SANS 10108 – hazardous locations
  - (b) SANS 1051 – anaesthetising and similar locations
  - (c) SANS 10086-1 – explosive atmospheres
  - (d) SANS 10089-1 – the petroleum industry
  - (e) SANS 10142 – wiring of premises

A copy of the said Electrical Machinery Regulations is attached for your convenience and you are instructed to ensure that you familiarize yourself with the requirements of the regulations and ensure that all electrical machinery in hazardous locations complies with this regulation.

This appointment will become effective on the date of acceptance thereof until.....or until completion of the installation work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS FIRE EQUIPMENT INSPECTOR IN TERMS OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT (85 of 1993)  
CONSTRUCTION REGULATION 29 AND VESSELS UNDER PRESSURE  
REGULATION 11**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS&A and Regulations hereby appoint you..... *Full name*  
as an inspector of the fire equipment.

YOUR RESPONSIBILITIES ARE TO:

1. To maintain the fire prevention programme at optimum levels.
2. To identify all possible fire risks and take action to eliminate or reduce these as far as possible.
3. To co-ordinate the fire/emergency team and participate in training of all team members in all foreseeable emergencies.
4. To ensure inspections/maintenance of all fire-equipment according to requirements.
5. To ensure the effective implementation of an emergency evacuation plan.
6. To ensure adequate signage/notices are displayed i.e. no smoking.
7. To ensure compliance to CR27/Vessels under Pressure regulation 11 and all relevant SANS codes.
8. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to fire equipment.

A copy of the Construction Regulation/Vessels under Pressure regulations of the OHS&A is attached for your perusal and you are to familiarise yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until..... or until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....



## APPOINTMENT AS FIRE TEAM MEMBER

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHSA and Regulations hereby appoint you..... *Full name*  
as a fire team member.

### YOUR RESPONSIBILITIES ARE:

1. To familiarise yourself with the type and location of fire fighting equipment on the premises.
2. To attend all training with the aim of familiarising yourself with the most efficient methods of combating fires likely to occur on the premises.
3. To work and practise with the other team members to obtain the highest state of preparedness.

A copy of the said OHSA (85 of 1993) and Regulations is attached for your convenience and you are to familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

## ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS SECURITY MANAGER / CHIEF SECURITY OFFICER /  
CO-ORDINATOR**

NAME OF COMPANY: .....

I/WE .....(FOR EMPLOYER) having been appointed  
to ensure

full compliance with the OHSA and Regulations hereby appoint you .....  
as the person responsible for Security. *Full name*

**YOUR RESPONSIBILITIES ARE TO:**

1. Take the necessary steps to identify and measure the potential Security risks that may cause monetary loss or disruption to production activities.
2. Define and formulate counter measures to avoid the identified security risks or to minimise the effect on the organisation in the event of an occurrence of such an incident.
3. Oversee the implementation of security standards and procedure and ensure that adequate security records are maintained of all the activities of the Security Department or Section at all times. This will include but is not limited to the following: Occurrence Book, Visitors Register, Vehicle Log Book, After Hours Log Book, various Weighbridge Registers, Key Register, Key Issue Register, Gate Passes, Lock-up Register, Seal Register, Security Patrol Checklist, Investigation Reports, etc.
4. Submit an annual budget for the Security Department for operational purposes and for capital expenditure. You are also responsible to manage the security function within the parameters of the approved security budget.
5. You are furthermore required to implement, establish and maintain an effective Security Department or Section in terms of the Security standards and to evaluate the effectiveness of the Security function at least every six months and to take the necessary action required to address weaknesses identified during the six-monthly audit.
6. You are responsible for the overall effectiveness and proper management of the Security Department or Section and are authorised to take any reasonable steps that may be necessary from time to time to ensure the security and safety of company employees and property.
7. Maintain discipline within the Security Department and ensure that all duties of Security personnel are understood, and to assist with the execution thereof.

A copy of the said OHSA (85 of 1993) and Regulations is attached for your convenience and you are to familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

## APPOINTMENT AS EMERGENCY CO-ORDINATOR

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHSA and Regulations hereby appoint you .....  
*Full name*  
to serve as Emergency Co-ordinator.

### YOUR RESPONSIBILITIES ARE TO:

1. Draw up in writing an Emergency plan for the premises to cater for any foreseeable natural or man-caused emergency, disaster or production interruption.
2. Identify and appoint suitable persons to take control of certain functions during an emergency to minimise the effect of the emergency situation, e.g. fire teams, first-aid teams, evacuation marshals, etc.
3. Liaise with government agencies such as the SAPS, local Civil Defence, Fire Brigade, hospitals etc. and neighbouring industries to co-ordinate those aspects of the emergency plan which are of concern or benefit to both parties.
4. Revise the laid-down emergency procedures at least once every six months, and ensure that they are practical and current in terms of the prevailing conditions.
5. Ensure that parts of the plan are available to all employees on a need to know basis, and that emergency escape routes, etc, are displayed prominently on a layout plan of the premises.

A copy of the said OHSA (85 of 1993) and Regulations is attached for your convenience and you are to familiarize yourself with the requirements of the act and regulations. Your attention is specifically drawn to Environmental Regulation for Workplaces 9 in this regard.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

## ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS MEDIA SPOKESPERSON**

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHSA and Regulations hereby appoint you ..... *Full name* as Media Spokesperson.

As the sole official spokesperson of this Company, it is required of you to disseminate to the media (T.V., Radio or Press) as indicated by management information regarding any noteworthy incident which may arise.

A copy of the OHSA (85 of 1993) and Regulations is attached for your convenience and you are to familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

## APPOINTMENT AS FIRST AID TEAM MEMBER

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHS&A and Regulations hereby appoint you .....  
as a member of the First aid team. *Full name*

YOUR RESPONSIBILITIES ARE TO:

- Ensure that you familiarise yourself with the operation of the first aid equipment in your department.
- Ensure that you attend training and are in possession of a valid first aid certificate.
- Report any unserviceable or damaged first aid equipment in your area to the Emergency co-ordinator.
- Check the contents of first aid box regularly to ensure that it is re-plenished as per GSR(3) requirements.

A copy of the said OHS&A (85 of 1993) and Regulations is attached for your convenience and you are to familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

### ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

## APPOINTMENT AS SERVICES TEAM CO-ORDINATOR

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHS Act and Regulations hereby appoint you ..... *Full name* as the person responsible for the Emergency Alarm and Evacuation Process.

YOUR RESPONSIBILITIES ARE TO:

1. Draw up in writing an Evacuation Procedure as part of the Emergency plan, which should be exercised at least 6-monthly, in liaison with the emergency co-ordinator.
2. Identify strategic points for placement of electronic alarms as well as back-up alarms. The alarm points as well as escape routes must be indicated on the emergency plan.
3. Ensure the alarm system is tested according to the inspection list.
4. Make all personnel aware of what the alarm sounds like, and what actions to take.

A copy of the said OHS Act (85 of 1993) and Regulations is attached for your convenience and you are to familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

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### ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS INCIDENT/ACCIDENT INVESTIGATOR IN TERMS OF SECTION 24/25 AND GAR 9 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS&A and Regulations hereby appoint you..... *Full name* as an incident investigator.

YOUR RESPONSIBILITIES ARE TO:

1. Investigate all incidents allocated to you and as required by the company's procedure for incident investigation.
2. Record the findings of those investigations on an internal incident investigation form.
3. Record the findings of the investigation on an Annexure 1 form as required in terms of General Administrative Regulation 9 of the OHS&A (85 of 1993). If the incident results in a claim, report the incident to the Compensation Commissioner in terms of COIDA requirements (Compensation of Occupational Injuries and Diseases Act – 130 of 1993).
4. In terms of Section 24/25 of the Occupational Health and Safety Act – 85 of 1993, report all relevant incidents to the Provincial Director or the Chief Inspector, Department of Labour.
5. Report the findings of all investigations to your employer and the SHE Committee.
6. Ensure that the record of each incident is endorsed by the employer and the chairman of the SHE Committee.
7. Keep a register of all incidents – Annexure 1 summary.

A copy of the OHS&A and Regulations are attached for your convenience and you are instructed to familiarise yourself with the Act and the regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation:.....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS ASSISTANT TO THE CHIEF EXECUTIVE OFFICER  
RESPONSIBLE FOR OCCUPATIONAL HEALTH AND SAFETY IN TERMS  
OF SECTION 16(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT,  
(85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) being responsible to  
ensure *Manager 16.1 CEO*

full compliance with the OHS and Regulations hereby assign  
you..... *Full name*

in terms of Section 16(2) as Assistant to the Chief Executive Officer to ensure that the  
provisions of

the Act are complied with at: .....  
*Site/Area*

YOUR RESPONSIBILITIES ARE:

1. To be responsible and accountable for occupational safety, health and environment at this plant/depot/factory/premises/company.
2. To familiarise yourself with the various aspects of the Occupational Health and Safety Act relevant Regulations and relevant management systems.
3. To ensure compliance with all statutory requirements at all times.
4. To ensure that, in the event of any accident or incident, the appropriate steps are taken in accordance with the Act.
5. To attend the appropriate training to ensure effective execution of your duties and responsibilities.

A copy of the OHS and Regulations are attached for your convenience and you are to familiarise yourself with the Act and the regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....



**APPOINTMENT AS SUPERVISOR OF MACHINERY IN TERMS OF THE  
GENERAL MACHINERY REGULATION 2(1) OF THE OCCUPATIONAL  
HEALTH AND SAFETY ACT (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed  
to ensure

full compliance with the OHS Act and Regulations hereby appoint  
you..... *Full name*

as competent person in terms of General Machinery Regulation 2(1) for the following  
premises:

.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure that the provisions of the Act and Regulations with regard to machinery are complied with.
2. Implement a preventive maintenance programme aimed at ensuring the safety and continued operability of all machinery.
3. Ensure that the required documentation of the above system is maintained and available.
4. **[NOTE: APPOINTED BY THE 16(2)]**
5. Ensure compliance to the company's health and safety requirements that relate to machinery, such as lock-out, confined space entry, equipment inspections, operator training, machine guarding and hazard identification and risk assessment.
6. Ensure that adequate systems are implemented to reduce incidents related to the use of machinery.

A copy of the OHS Act is attached for your perusal and you are instructed to familiarise yourself with the Act and the regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS THE ASSISTANT SUPERVISOR OF MACHINERY IN  
TERMS OF GENERAL MACHINERY REGULATION 2(7) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the OHS Act and Regulations hereby appoint you .....  
*Full name*

as an Assistant to the competent person appointed under GMR 2(1) for the following  
premises

.....

YOUR RESPONSIBILITIES ARE TO:

1. Assist the competent person in his duties with regard to ensuring the safety of machinery.
2. Familiarise yourself with the provisions of the Act and Regulations.
3. Ensure compliance to the company's health and safety requirements that relate to machinery.

A copy of the said OHS Act (85 of 1993) and Regulations is attached for your convenience and you are to familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS SHIFTSMAN (SUPERVISION OF USE OF  
MACHINERY) IN TERMS OF GENERAL MACHINERY REGULATION 4 OF  
THE OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed  
to ensure

full compliance with the OHS&A and Regulations hereby appoint  
you..... *Full name*

as Shifts man for the following machinery, which requires constant attention:

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

YOUR RESPONSIBILITIES ARE TO:

1. Be present at all times during the operation of such machinery/equipment on the premises and ensure that no person attends to or operates the said machinery without your supervision.
2. Ensure that you familiarise yourself with all legal requirements applicable to the above machinery.
3. Comply with the health and safety procedures of the company that apply to the operation of the machinery, such as written work procedures, lock-out procedures, and permit requirements.

A copy of the General Machinery Regulations is attached for your convenience and you are to familiarise yourself with the Act and the regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

# APPOINTMENT AS RISK MANAGEMENT PROGRAMME CO-ORDINATOR

NAME OF COMPANY: .....

I/WE .....(FOR EMPLOYER) having been appointed to ensure

full compliance with the OHSA and Regulations hereby appoint you .....  
as the Risk Programme Co-ordinator. *Full name*

## YOUR RESPONSIBILITIES ARE TO:

1. Take the necessary steps to identify and measure the potential hazards and risks in the working environment affecting Health, Safety and the Environment within the broad context of preventing occupational diseases and injuries, as well as potential pollution of air, ground and water.
2. Establish as far as is reasonable what dangers to the Health and Safety of persons are attached to any work performed, article which is processed, used, handled, stored and any machinery which is used, and further to establish the precautionary measures which should be taken in respect of such work, article, or machinery in order to protect the Health and Safety of persons.
3. As far as is reasonable, cause every employee to be made conversant with the dangers to his Health and Safety attached to any work he has to perform, or article he has to process, use, handle and store and any machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those dangers.
4. Regarding Occupational Health and Hygiene, identify, measure and control potential health hazards (physical/biological/chemical/ergonomical psychological) such as concentrations of flammable, toxic or corrosive gases, vapours, dusts, mists and fumes and the intensity and frequency of noise and vibrations.
5. Ensure the implementation of a medical surveillance programme and monitoring of exposures based on risk assessment and occupational hygiene survey results.
6. You are furthermore required to implement, establish and maintain an overall Risk Management Programme with the objective of identifying all the potential pure risks to the organisation and to implement cost effective and practical control measures to manage the identified risks in the best possible way.
7. You will exercise and maintain overall control over the disciplines of the Risk Management Programme which include but are not limited to: Risk Control Organisation, Health and Safety, Emergency and Disaster Planning, Security, Fire Protection and Defence, Transport Risk Control, Environmental Protection and Pollution Control.
8. Ensure legislative awareness, responsibility through education and training.

A copy of the said OHSA (85 of 1993) and Regulations is attached for your convenience and you are instructed to ensure that you familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof, from.....to.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

## ACCEPTANCE

I.....understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

## APPOINTMENT AS THE OCCUPATIONAL SHE CO-ORDINATOR

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS Act and Regulations hereby appoint you .....  
as the Occupational Health and Safety Co-ordinator. *Full name*

YOUR RESPONSIBILITIES ARE TO:

**[NOTE: THIS IS NOT A LEGAL APPOINTMENT, BUT I AM NOT SO SURE ABOUT THE DUTIES LISTED HERE. THESE ARE TYPICALLY SECTION 16(2) APPOINTEE RESPONSIBILITIES.]**

1. Take the necessary steps to identify and measure the potential hazards or risks in the working environment from both health and hygiene aspects within the broad context of preventing occupational injuries and diseases.
2. Establish as far as is reasonable what dangers to the safety of persons are attached to any work performed, article which is processed, used, handled or stored and any machinery which is used, and further to establish the precautionary measures which should be taken with respect to such work, article, or machinery in order to protect the safety of persons.
3. As far as is reasonable, cause every employee to be made conversant with the dangers to his safety attached to any work he has to perform, or article he has to process, use, handle and store and any machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those dangers.
4. Occupational health and hygiene: identify, measure and control potential health hazards such as physical/biological/chemical/ergonomical/psychological concentrations of flammable, toxic or corrosive gases, vapours, dusts, mists and fumes and the intensity and frequency of noise and vibrations.
5. Ensure the implementation of a medical surveillance programme and the monitoring of exposures based on risk assessment and occupational hygiene survey results.
6. Ensure legislative awareness, responsibility through education and training.

A copy of the OHS Act and Regulations are attached for your convenience and you are instructed to familiarise yourself with the Act and the regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**



I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

## APPOINTMENT AS OCCUPATIONAL HEALTH PRACTITIONER

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHSA and Regulations hereby appoint you .....  
as Occupational Health Practitioner. *Full name*

### YOUR RESPONSIBILITIES ARE:

1. To ensure implementation and maintenance of medical surveillance (including pre-placement/exit-medical examinations of all staff and ensure records are kept according to legislative requirements.
2. To report legally reportable occupational illnesses/diseases as required and submit the necessary documentation.
3. To consult on an ongoing basis with management as to the health hazards and risk assessment affecting the health of employees.
4. Ensure the exposure of employees is measured and occupational hygiene survey results are available.
5. To adhere to relevant legislation with regard to biological monitoring and medical surveillance.
6. To provide feedback to the Health and Safety Committee on Medical Surveillance/Occupational disease investigations and Compensation Commissioner related claims.
7. Ensure that the workplace clinic (if there is one) operates in compliance with all relevant legislation governing health services and medicine control.

A copy of the OHSA and Regulations is attached for your convenience and you are instructed to familiarise yourself with the Act and the regulations. Should you need access to other legislation such as the Compensation for Occupational Injuries and Diseases Act, Medicines and Related Substances Control Act, etc. you should advise me so that these can be provided to you.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

## ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS THE REPORTING OFFICER – SHE  
REPRESENTATIVE INSPECTION REPORTS**

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHSA and Regulations hereby appoint you .....  
*Full name*

as the person to whom the SHE Representatives must report the findings of their monthly inspections.

**YOUR RESPONSIBILITIES ARE:**

1. Examine and discuss the report with the SHE Representative.
2. Endorse your conclusions arising out of the discussion with the Representative.
3. Implement such steps as are practical to address issues arising from the report.
4. On completion, retain the report.
5. Ensure that the report is tabled at the SHE meeting.

A copy of the OHSA and Regulations is attached for your convenience and you are instructed to familiarise yourself with the Act and the regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS SAFETY, HEALTH AND ENVIRONMENTAL  
REPRESENTATIVE IN TERMS OF SECTION 17 OF THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHS Act and Regulations hereby designate you .....  
*Full name*  
as Health and Safety Representative for the workplace or a section of the workplace for the agreed period of office according to Section 17(2) of the Act. You are appointed for the following section ..... of ..... the ..... workplace:  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Perform duties in terms of Sections 17, 18, 19 and 20 of the Act and GAR 5, 6, and 7.
2. Carry out inspections at pre-determined frequencies as per agreement. (Other functions as agreed upon eg. Fire equipment, ablution etc.)
3. Identify hazards and potential major incidents and report deviations in accordance with legal requirements.
4. Attend and take part in any incident investigations, formal inquiry in terms of the Act.
5. Serve on the Safety, Health and Environmental Committee and attend meetings at prescribed times and venues.
- 6.

You are entitled to be informed of all aspects mentioned in Section 13 of the Act, and to receive the appropriate training in this regard.

A copy of the said OHS Act (85 of 1993) and Regulations is attached for your convenience and you are instructed to ensure that you familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS CHAIRMAN OF THE SAFETY, HEALTH AND ENVIRONMENTAL COMMITTEE IN TERMS OF SECTION 19 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHS Act and Regulations hereby appoint you .....  
*Full name*

as chairman of the following SHE Committee:  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Perform all the duties of a Chairman of the Health and Safety Committee.
2. Endorse all Health and Safety Representative inspection reports and make recommendations to the Employer (CEO) on deviations detected.
3. Ensure that all minutes are signed by you and countersigned by the Chief Executive Officer or his appointee as proof that minutes were seen.
4. Familiarise yourself with the provisions of the Act and its Regulations and in particular Sections 19 and 20 of the Act

A copy of the said OHS Act (85 of 1993) and Regulations is attached for your convenience and you are instructed to ensure that you familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof, until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS SAFETY, HEALTH AND ENVIRONMENTAL  
COMMITTEE MEMBER IN TERMS OF SECTION 19 OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the OHSA and Regulations hereby appoint you .....  
*Full name*  
as Health and Safety Committee Member of the following committee:  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Perform the duties as prescribed by Sections 19 and 20 of the Act; as well as in GAR 8 & 10.
2. You will meet at least once in 3 months at a prescribed time and venue, or at such other intervals determined by the company's health and safety management standards.

A copy of the said sections of the OHSA (85 of 1993) is attached for your convenience and you are instructed to ensure that you familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof, until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

## APPOINTMENT AS FIRST AIDER

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHSA and Regulations hereby appoint you .....  
*Full name*  
as a first aider in terms of Regulation 3(4) of the General Safety Regulations.

YOUR RESPONSIBILITIES ARE TO:

1. To maintain the necessary legal minimum content of all first aid boxes as per GSR 3 and complete the requested checklist and "first aid" treatment book.
2. Ensure that the boxes are properly safeguarded and that the first aiders names are displayed on the boxes.
3. Should the activities in your area involve possible use of HCS's, or other specific first aid emergencies, this should be brought to the attention of the emergency co-ordinator or your supervisor.
4. To be in possession of a valid first aid certificate.
5. To devise a system to ensure a first aider is present during all shifts.

A copy of the said General Safety Regulations of the OHSA is attached for your convenience and you are to familiarize yourself with the requirements of the act and regulations and that all First Aid treatment is conducted in accordance with this regulation and applicable training.

This appointment will become effective on the date of acceptance thereof until..... depending on the validity of your First Aid Certificate.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

## ACCEPTANCE

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS HEALTH, SAFETY AND ENVIRONMENT TRAINING  
CO-ORDINATOR**

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the OHSA and Regulations hereby appoint you .....  
as Training Co-ordinator. *Full name*

**YOUR RESPONSIBILITIES ARE:**

1. To maintain an up to date attendance list of all persons who are trained and attended courses in the areas of Health, Safety and Environment.
2. To consult with management on an ongoing basis as to the training needs in Health, Safety and Environment.
3. To adhere to the relevant legislation with regard to training and the "duty to inform" (Section 13 of OHSA (85 of 1993))
4. Determine and provide outcome-based training according to needs analysis/skills development requirements.

A copy of the said OHSA (85 of 1993) and Regulations is attached for your convenience and you must familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof, until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....



**APPOINTMENT AS MANAGEMENT SELF-AUDIT TEAM MEMBER  
(SAFETY, HEALTH AND ENVIRONMENTAL PROGRAMME)**

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHSA and Regulations hereby appoint you .....  
*Full name*  
to serve as a member of the SHE programme self-audit team.

**YOUR RESPONSIBILITIES ARE TO:**

1. To participate on a six monthly basis in a comprehensive self-audit of the SHE programme. The audit must consist of a physical inspection and verification of the programme documentation. All the elements of the SHE programme must be considered during the audit.
2. Ensure that copies of the self-audit report/action list are distributed to all persons in charge of different areas or departments to take action on the report and to implement corrective action.
3. Ensure that the system review (documentation) reflects the corrective actions.
4. Follow up on the self-audit report to ensure that progress is made with the corrective action recommendations suggested during the self-audit, and to report back to the Health and Safety Committee.
5. Self audits should be conducted according to the standard and scored for effort.

A copy of the said OHSA (85 of 1993) and Regulations is attached for your convenience and you must familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof, until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

## APPOINTMENT AS SAFE WORK PERMIT ISSUING OFFICER

NAME OF COMPANY: .....

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the OHSA (nr 85 of 1993) and Regulations hereby appoint you .....  
as safe work permit issuing officer. *Full name*

### YOUR RESPONSIBILITIES ARE TO:

1. Ensure Work permits are issued if any of the following work is undertaken on the premises:
  - (To be determined by the risk assessments)
  - (To be determined by the risk assessments)
  - (To be determined by the risk assessments)
  - (To be determined by the risk assessments)
  - (To be determined by the risk assessments)
2. Ensure that none of the above work is undertaken until the required work permit has been issued by you or your appointment representative.
3. Satisfy yourself fully that the work can be safely undertaken before issuing any work permit .
4. Ensure that the safe work permit is signed off by yourself/appointed representative on completion of the work.
5. Ensure that documents are kept for safekeeping as per regulations and company requirements.

A copy of the said OHSA (85 of 1993) and Regulations is attached for your convenience and you are to familiarize yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof, until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

## ACCEPTANCE

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS CONFINED SPACE INSPECTOR IN TERMS OF  
GENERAL SAFETY REGULATION 5(1) OF THE OCCUPATIONAL  
HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the OHS Act and Regulations, hereby appoint you .....  
*Full name*  
as Confined Space Inspector.

YOUR RESPONSIBILITIES ARE TO:

1. To ensure no person enters a confined space prior to the air been tested by you.
2. Supervise and ensure compliance to General Safety Regulation 5 (2,3,4,6).
3. Ensure that the correct PPE is available and utilised during work conducted in the confined space.
4. Ensure that at least one person is trained in resuscitation and that emergency equipment is functional.
5. To ensure that confined space permits are correctly completed, available and stored as part of document-control process.

A copy of the General Safety Regulations of the OHS Act is attached for your convenience and you are to familiarize yourself with the requirements of the regulations.

This appointment will become effective on the date of acceptance thereof, until.....

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS THE PRINCIPAL CONTRACTOR OF CONSTRUCTION  
WORK IN TERMS OF CR 5(1)(K) OF THE OCCUPATIONAL HEALTH AND  
SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the OHSA and Regulations, hereby appoint you .....  
*Full name*  
as Principal Contractor of Construction Work in terms of the Construction Regulation 5(1)(k).

The appointment is for the following project:  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Comply with all the duties imposed on a Principal Contractor by the Construction Regulations.
2. Supervise all Construction work on the premises in accordance with CR 5(1)(k).
3. Ensure compliance with the health and safety specifications prescribed by the client or his agent for this project.
4. Ensure compliance with all the requirements of the National Building Regulations.
5. Ensure that all contractors appointed by yourself, and reporting to you, comply with the requirements as stipulated in the Construction Regulations.
6. Ensure that information and specifications to carry out work safely are communicated to all contractors appointed and reporting to you.
7. To ensure that all records, registers, and documentation are maintained and that all persons appointed to carry out tasks are competent, and possess the necessary resources to complete their tasks effectively and in such manner that the health and safety of persons are not compromised.
8. Report to the client as per the agreed safety plan on all deviations and progress.

A copy of the said Construction Regulations of the OHSA is attached for your convenience and you are to familiarize yourself with the requirements of the regulations and ensure that all construction work is done in accordance with this regulation.

This appointment will become effective on the date of acceptance thereof and will be valid until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....



**APPOINTMENT AS THE CONTRACTOR OF CONSTRUCTION WORK IN  
TERMS OF CONSTRUCTION REGULATION 7(1)(c)(v) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the OHS Act and Regulations hereby appoint you .....  
*Full name*  
as the contractor to carry out construction work in terms of the Construction regulation  
7(1)(c)(v). Your appointment is for the following project:

.....

YOUR RESPONSIBILITIES ARE TO:

1. Comply with all duties imposed on a contractor by the Construction Regulations.
2. Supervise all Construction work on the premises in accordance with CR7 (1)(c)(v).
3. Ensure compliance with all the requirements of the National Building Regulations.
4. Ensure compliance with the health and safety specifications of the client as well as the health and safety plan for this project as agreed with the principal contractor.
5. Ensure that all subcontractors appointed by yourself, and reporting to you, comply with the requirements as stipulated in the Construction Regulations.
6. Ensure that information and specifications to carry out work safely, are communicated to all contractors appointed and reporting to you.
7. To ensure that all records, registers, documentation are maintained and that all persons appointed to carry out tasks are competent, and possess the necessary resources to complete their tasks effectively and in such manner that the health and safety of persons are not compromised.

A copy of the said Construction Regulations of the OHS Act is attached for your convenience and you are to familiarize yourself with the requirements of the regulations and ensure that all construction work is done in accordance with this regulation.

This appointment will become effective on the date of acceptance thereof and will be valid until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS THE HEALTH AND SAFETY OFFICER IN TERMS OF  
CONSTRUCTION REGULATION 8(5) OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS Act and Regulations hereby appoint you..... *Full name*

as the Health and Safety Officer in terms of the Construction Regulations for the following project:

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Assist the Construction Supervisor in ensuring compliance to the Construction Regulations.
2. Assist with the necessary steps to identify and measure the potential hazards or risks in the working environment from both health/hygiene and safety aspects within the broad context of preventing occupational injuries and diseases.
3. Assist with establishing as far as is reasonable what dangers to the safety of persons are attached to any work performed, article which is processed, used, handled or stored and any machinery which is used, and further to establish the precautionary measures which should be taken with respect to such work, article, or machinery in order to protect the safety of persons. You will provide input into the health and safety plan that will be implemented for this project.
4. Verify that every employee is conversant with the dangers to his safety attached to any work he has to perform, or article he has to process, use, handle and store and any machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those dangers.
5. To advise on the management all the health and safety issues as required by the act and in particular the Construction Regulations.
6. To ensure that all records, registers and required documentation are maintained and available as prescribed by the regulations.
8. Order construction work to stop on identifying any non-compliance by contractors.
7. Verify whether all appointed contractors comply with the requirements as stipulated in the construction regulations and specifications of the client.

A copy of the Construction Regulation of the OHS Act is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will become effective on the date of acceptance thereof until the completion of construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....



## ACCEPTANCE

I.....understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS AN EXPLOSIVE ACTUATED FASTENING DEVICES  
INSPECTOR IN TERMS OF CONSTRUCTION REGULATION 21(2) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS&S Regulations hereby appoint you..... *Full name*

as Explosive Actuated Fastening Devices Inspector on the following project:  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure that all explosive actuated fastening devices are numbered, inspected and recorded on a register.
2. To issue, receive and record the issuing and receiving of all cartridges, nails and studs.
3. Ensure that:
  - (a) Only cartridges suited to the explosive actuated fastening devices and the work to be performed are used;
  - (b) The explosive actuated fastening device is cleaned and examined at intervals as indicated by the regulations for its safe operation;
  - (c) When not in use, the explosive actuated fastening devices and the cartridges are stored in a safe place which is inaccessible to unauthorised persons;
  - (d) The explosive actuated fastening devices are not stored in a loaded condition; and
  - (e) A warning notice is posted wherever these tools are used.
4. Record and report any equipment defects to the relevant persons and withdraw hazardous equipment from use.
5. Ensure adequate training and PPE are provided for persons using explosive actuated fastening devices.
6. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to explosive actuated fastening devices.

A copy of the Construction Regulation of the OHS&S is attached for your perusal and you are to familiarise yourself with the requirements of the act and regulations.

This appointment will become effective on the date of acceptance thereof, until the completion of construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS AN AGENT IN TERMS OF CONSTRUCTION  
REGULATION 5(5) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT  
(85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS Act and Regulations hereby appoint you..... *Full name*

as the Health and Safety Agent in terms of the Construction Regulations for the following project:

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to the duties of a client as set out in the Construction Regulations.

A copy of the Construction Regulation of the OHS Act is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will be effective from the date of acceptance thereof until the completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS COMPETENT PERSON TO PREPARE A FALL PROTECTION PLAN IN TERMS OF CONSTRUCTION REGULATION 10(1)(a) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS and Regulations hereby appoint you..... *Full name*

as the competent person to prepare a fall protection plan for the following project:  
 .....  
 .....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to Construction Regulation 8, which includes the following tasks:
2. Prepare a fall protection plan, which contains:
  - A risk assessment of all work carried out from an elevated position.
  - The procedures and methods used to address all the risks identified per location.
  - The processes for evaluation of the employees' physical and psychological fitness necessary to work in elevated positions and the records thereof.
  - The programme for the training of employees working from elevated positions and records thereof.
  - The procedure addressing the inspection, testing and maintenance of all fall protection equipment.
3. Ensure that the fall protection plan is implemented, updated and maintained.
4. Ensure that steps are implemented to ensure continued adherence to the fall protection plan.
5. Provide a copy of the fall protection plan to the construction supervisor.
6. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to fall protection.

A copy of the Construction Regulation of the OHS is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will be effective from the date of acceptance thereof until the completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS A TEMPORARY WORK DESIGNER IN TERMS OF  
CONSTRUCTION REGULATION 12(1) OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS Act and Regulations hereby appoint you..... *Full name*

as the competent person to design, inspect and approve the erected temporary works for the following project:

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to Construction Regulation 12.
2. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to formwork and support work.

A copy of the Construction Regulation of the OHS Act is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will be effective from the date of acceptance thereof until the completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I ..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS SUPERVISOR FOR SUSPENDED PLATFORMS IN  
TERMS OF CONSTRUCTION REGULATION 17(1) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS  
AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS Act and Regulations hereby appoint you..... *Full name*

as the competent person to supervise suspended platforms for the following project:

.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to Construction Regulation 17, which includes:
2. Supervise the erection, use, alteration and dismantling of suspended platforms as per the Construction Regulations and the incorporated SANS 1808 and SANS 1903.
3. Inspect suspended platforms and record inspections in the register, which must be available and retained as prescribed.
4. Ensure employees working on suspended platforms are medically fit to do so, as well as properly trained.
5. Ensure compliance with the project health and safety plan as well as any requirements prescribed by the client or the principal contractor through their authorised agents relating to suspended platforms.

A copy of the Construction Regulations of the OHS Act and SANS 1808 and SANS 1903 are attached for your perusal and you are to familiarise yourself with their requirements.

This appointment will become effective on the date of acceptance thereof until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....



**APPOINTMENT AS COMPETENT PERSON TO INSPECT  
CONSTRUCTION VEHICLES AND MOBILE PLANT IN TERMS OF  
CONSTRUCTION REGULATION 23(1) OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHSA and Regulations hereby appoint you..... *Full name*

as the competent person to inspect construction vehicles and mobile plant for the following project:

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to Construction Regulation 23.
2. This includes conducting a daily, recorded inspection on all such equipment and taking corrective action on deviations identified.
3. Ensure compliance to the project specific health and safety plan and client specifications applicable to construction vehicles and mobile plant.

A copy of the Construction Regulations of the OHSA is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will be effective from the date of acceptance thereof until the completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

---

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....

**APPOINTMENT AS COMPETENT PERSON TO CONTROL TEMPORARY  
ELECTRICAL INSTALLATIONS IN TERMS OF CONSTRUCTION  
REGULATION 24(c) OF THE OCCUPATIONAL HEALTH AND SAFETY  
ACT (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure

full compliance with the OHS Act and Regulations hereby appoint you..... *Full name*

as the competent person to control temporary electrical installations for the following project:  
.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to Construction Regulation 24, as well as the Electrical Installation Regulations and Electrical Machinery Regulations where applicable.
2. This includes doing a weekly inspection of all temporary electrical installations and a daily pre-use inspection of all electrical machinery to determine its condition and any remedial action that needs to be taken to ensure its safety. Enter the results of your inspections in a logbook, which must be signed and retained on site.
3. Ensure compliance to the project specific health and safety plan and client specifications applicable to electrical installations.

A copy of the Construction Regulations of the OHS Act is attached for your perusal and you are to familiarise yourself with the requirements of the Act and regulations.

This appointment will be effective from the date of acceptance thereof until the completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

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**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed: .....

Date: .....

**APPOINTMENT AS A CONSTRUCTION MANAGER IN TERMS OF  
CONSTRUCTION REGULATION 8(1) OF THE OCCUPATIONAL HEALTH  
AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to  
ensure full compliance with the Construction regulations, hereby appoint you .....  
*Full name*  
as a Construction Manager for the following project:

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Manage all Construction work on the premises in accordance with CR8 (1) to ensure the requirements of the Construction Regulations are adhered to.
2. Manage and ensure compliance to relevant SANS Codes incorporated in terms of Regulation 14(1) and (GNR 1020 of 18/7/2003).
3. Ensure compliance with all the requirements of the National Building Regulations.
4. Ensure compliance with the project health and safety plan as well as any requirements for health and safety prescribed by the client or the principal contractor through their authorised agents.

A copy of the said Construction Regulations and a copy of the health and safety plan are attached for your convenience and you are to familiarize yourself with the requirements of the regulations and the plan and ensure that all construction work is done in accordance with these requirements.

This appointment will become effective on the date of acceptance thereof, and will be valid until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

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**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS ASSISTANT CONSTRUCTION MANAGER IN TERMS OF CONSTRUCTION REGULATION 8(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE.....(FOR EMPLOYER) having been appointed to ensure full compliance with the Construction regulations, hereby appoint you .....  
*Full name*  
as Assistant Construction Manager for the following project:

.....  
.....

YOUR RESPONSIBILITIES ARE TO:

1. Manage all Construction work on the premises in accordance with CR8 (1-5) to ensure the requirements of the Construction Regulations are adhered to.
2. Ensure compliance with all the requirements of the National Building Regulations.
3. Manage and ensure compliance to relevant SANS Codes incorporated in terms of Regulation 14(1) and (GNR 1020 of 18/7/2003).
4. Ensure compliance with the project health and safety plan as well as any requirements for health and safety prescribed by the client or the principal contractor through their authorised agents.
5. Report to the Construction manager on any deviations and progress and comply with any lawful instruction issued by them

A copy of the said Construction Regulations and a copy of the relevant health and safety plan are attached for your convenience and you are to familiarize yourself with the requirements of the regulations and plan and ensure that all construction work is done in accordance with these requirements.

This appointment will become effective on the date of acceptance thereof, and will be valid until completion of the construction work.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation:.....

Designation .....

Date: .....

Date: .....

**ACCEPTANCE**

I..... understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

**APPOINTMENT AS ROPE ACCESS SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 18(1)(a) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED**

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE ..... (FOR EMPLOYER) having been appointed to ensure full compliance with the Construction regulations, hereby appoint you .....  
*Full name*

as Rope Access Supervisor for the following project:

.....

YOUR RESPONSIBILITIES ARE TO:

- 1. Ensure compliance to Construction Regulation 18, which includes the following duties:
- 2. Supervise all rope access work on the site.
- 3. Ensure Occupational health and safety compliance in relation to rope access work.
- 4. Ensure that adequate measures are in place to allow rescue procedures to commence immediately in event of a fall incident taking place.

A copy of the said Construction Regulation 18 is attached for your convenience and you are to familiarize yourself with the requirements of the regulations and you are directed to give full effect to same.

This appointment will become effective on the date of acceptance thereof until..... or until the construction work is completed.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation: .....

Designation .....

Date: .....

Date: .....

## ACCEPTANCE

I.....understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date:.....

### APPOINTMENT AS A BULK MIXING PLANT SUPERVISOR IN TERMS OF CONSTRUCTION REGULATION 20(1) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, (85 OF 1993) AS AMENDED

NAME OF COMPANY: .....

IN TERMS OF THE ABOVE-MENTIONED ACT:

I/WE..... (FOR EMPLOYER) having been appointed to ensure full compliance with the Construction regulations, hereby appoint you .....  
*Full name*  
as a Bulk Mixing Plant Supervisor for the following project:

.....

YOUR RESPONSIBILITIES ARE TO:

1. Ensure compliance to Construction Regulation 20, which includes the following duties:
2. Ensure that the placement and erection of a bulk mixing plant complies with the requirements set out by the manufacturer and that such plant is erected as designed,
3. Ensure that all devices to start and stop a bulk mixing plant are provided and that those devices are placed in an easily accessible position and constructed in a manner to prevent accidental starting,
4. Ensure that the machinery and plant selected is suitable for the mixing task and that all dangerous moving parts of a mixer are placed beyond the reach of persons by means of doors ,covers or other similar means,
5. Ensure that a record is kept of all repairs or maintenance to a bulk mixing plant and that the record is available on site to an inspector, the client, the client's agent or any employee.

A copy of the said Construction Regulation 20 is attached for your convenience and you are to familiarize yourself with the requirements of the regulations and you are directed to give full effect to same.

This appointment will become effective on the date of acceptance thereof until..... or until the construction work is completed.

Please confirm your acceptance of this appointment by signing and returning to me the duplicate copy of this letter.

Signature: .....  
*Manager (for employer)*

Signature: .....  
*Witness*

Designation:.....

Designation .....

Date: .....

Date: .....

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### ACCEPTANCE

I.....understand the implications of the appointment and confirm my acceptance of this appointment. I have studied the relevant sections of the Act and Regulations and understand what is required of me.

Signed:.....

Date: .....