

Transnet National Ports Authority.

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.



Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE APPOINTMENT OF A CONTRACTOR TO UNDERTAKE THE COMPLETE CONSTRUCTION, ASSEMBLE, PAINT, COMMISSION, DELIVER, OPERATIONALIZE, AND HANDOVER THE TUGBOAT TO THE PORT OF PORT ELIZABETH FOR A PERIOD OF 14 MONTHS.

RFP NUMBER	: TNPA/2024/03/0036/59996/RFP
ISSUE DATE	: 09 April 2024
COMPULSORY BRIEFING	: 18 April 2024
CLOSING DATE	: 10 May 2024
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
TENDER ADVERT	Advert Date: 09 April 2024 All Transnet tenders are advertised on the National Treasury's e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury's e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
COMMUNICATION	Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website within 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the RFP.

<p>COMPULSORY TENDER CLARIFICATION MEETING</p>	<p>A Compulsory Tender Clarification Meeting will be conducted physically at Transnet National Ports Authority, Jetty Street, Gqebera, Port of Port Elizabeth (Marine House Boardroom on 18 April 2024, at 10:00 am [10 O'clock] for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>A Site visit/walk will take place, tenderers are to note:</p> <ul style="list-style-type: none">• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.• Tenderers without the recommended PPE will not be allowed on the site walk.• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.• All forms of firearms are prohibited on Transnet properties and premises.• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on their possession for inspection at the access control gates. <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01a hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory site meeting and/or tender briefing.</p>
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	<p>Tenderers are required to bring this Returnable Schedule T2.2-01a to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
VALIDITY PERIOD	<p>12 Weeks from Closing Date</p> <p>Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a tenderer fail to respond to a request for extension of the validity period before it expires, that tenderer will be excluded from tender process.</p>
CLOSING DATE	<p>10 May 2024 at 16:00</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p> <p>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges.</p>

	Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.
ELECTRONIC BID SUBMISSIONS	Note to the bidders: Tenderers are required to ensure that electronic tender 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 tenderers as a result of the technical challenges. Please do not wait for the last hour to submit. The Tenderer can upload 30mb per upload and multiple uploads are permitted.

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.

2.1. 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.**
- 2.2. 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.
- 2.3. Submissions must not contain documents relating to any Tender other than that shown on the submission.

3. CONFIDENTIALITY

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

4. DISCLAIMERS

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

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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 RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on **T2.2-17**, [**Breach of**

Law] whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

**SCHEDULE OF BID DOCUMENTS
SECTION 1: SBD1 FORM**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD

BID NUMBER:	TNPA/2024/03/0036/59996/RFP	ISSUE DATE:	09 April 2024	CLOSING DATE:	10 May 2024	CLOSING TIME:	16H00
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DESCRIPTION	The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.
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BID RESPONSE DOCUMENTS SUBMISSION

RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions):

<https://transnetetenders.azurewebsites.net>

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Xolani Mdluli	CONTACT PERSON	Xolani Mdluli
TELEPHONE NUMBER	082 865 3939	TELEPHONE NUMBER	082 865 3939
E-MAIL ADDRESS	TNPATenderenquiries1@transnet.net		

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. TAX COMPLIANCE REQUIREMENTS

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

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS
MAY RENDER THE BID INVALID.**

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....
(Proof of authority must be submitted e.g. company resolution)

DATE:.....

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. Board Notice 423 of 2019 in Government Gazette No 42622 of 8 August 2019. (see www.cidb.org.za).

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2 : Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work
C.1.4	The Employer's agent is: Name:
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities C2.1 Pricing instructions C2.2 Price Schedule C3.1 Works Information Commodity Specialist Xolani Mdluli



Address: eMendi Building
N2 Neptune Road
Off Klub Road
Port of Ngqura
Port Elizabeth
6100

E – mail TNPATenderenquiries1@transnet.net

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

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

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details: The tender documents must be uploaded with:

- **Name of Tenderer:**
.....
- **Contact person and details:**
.....
.....
- **The Tender Number:** TNPA/2023/10/0017/47106/RFP
- **The Tender Description:** The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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

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: **16:00** on the **10 May 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** from the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A **valid B-BBEE Certificate** from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a **sworn affidavit** confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;
3. Proof of registration on the Central Supplier Database;

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

C.3.11 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
<ul style="list-style-type: none">Whether the Bid has been lodged on time	<i>Section 1</i>
<ul style="list-style-type: none">Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>All sections</i>
<ul style="list-style-type: none">Verify the validity of all returnable documents	<i>All sections</i>
<ul style="list-style-type: none">Verify if the Bid document has been duly signed by the authorised respondent	<i>All sections</i>

The test for administrative responsiveness [Step One] must be passed for a Respondent's proposal to progress to Step Two for further evaluation

STEP TWO: Test for Eligibility Criteria

The test for Eligibility Criteria responsiveness to this RFP will include the following:

Check for Eligibility Criteria responsiveness	RFP Reference
<ul style="list-style-type: none">Respondents to submit a Certificate of Attendance of the Compulsory Briefing Session	<i>T2.2-01a</i>
<ul style="list-style-type: none">Whether the tender contains completed and signed form of offer and acceptance.	<i>C.1.1</i>

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

STAGE THREE: Functionality Criteria

The minimum number of evaluation points for functionality is: **70**

The procedure for the evaluation of responsive tenders is Functionality:

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

Functionality Criteria

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

Evaluation Schedules	Maximum number of points
T2.2-02: Previous Experience of the company	20
T2.2-03: Organogram, Experience and Qualifications of Key Personnel	30
T2.2-04: Programme	10
T2.2-05: Health and Safety Management	10
T2.2-06: Method Statement	20
T2.2-07: Quality Plan	10
Maximum score for functionality	100

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

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90, 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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Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems.

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

Up to 10 tender evaluation points for specific goals will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the B-BBEE rating not be provided, tenderers with no verification will score zero points for preferencing.**

Thresholds	Minimum Threshold
Functionality	70

The test for Functionality responsiveness [Step Three] must be passed for a Respondent’s proposal to progress to Step Four for further evaluation

STAGE FOUR: Preference Point System

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
Total Score	100

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

Selected Specific Goal	Number of points allocated (90/10)
B-BBEE Status Level of Contributor 1 or 2	2
The promotion of enterprises located in the Eastern Cape Province for work to be done or services to be rendered in that province	2
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the	6

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contract to/with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	
Non-compliant and/or Level 3-8 Contributors	0

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

Selected Specific Goal	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	<ul style="list-style-type: none"> Valid B-BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.
The promotion of enterprises located in the Eastern Cape Province for work to be done or services to be rendered in that province	<ul style="list-style-type: none"> CIPC registration documents B-BBEE Certificate / Sworn Affidavit/ CIPC B-BBEE Certificate as per DTIC guidelines Proof of registered address of the entity (e.g., Municipality or Eskom Letter, Levy Statement, etc)
The promotion of supplier development through subcontracting of a minimum of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	<ul style="list-style-type: none"> Sub-contracting agreement/s and declaration Subcontractors CIPC registration documents Subcontractors B-BBEE Certificate /Sworn Affidavit / CIPC B-BBEE Certificate as per DTIC guidelines. Certified copy of ID Documents of the Owners which are 51% owned by black women, youth and disabled people. Doctor’s note confirming disability and/or Employment Equity Act 1(EEA1) form.

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

C.3.13

Tender offers will only be accepted if:

- 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;
- The tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
- 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.

Transnet will award the tender to the highest scoring bidder/s unless **objective criteria** exist that justify the award to another bidder. Transnet may apply the objective criteria in this bid process as follows:

- Bidder(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 bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-19);
- 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 bidder would result in a negative impact on Transnet's Return on Investment;
- It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business;
- The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact (T2.2-19)
 - 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 bidder'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 interest.

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

T2.1 List of Returnable Documents

2.1.1: Stage One: Test for Administrative Responsiveness.

2.1.2: Stage Two: Test for Substantive Responsiveness: These schedules are required for pre-qualification and eligibility purposes:

T2.2-01a: Certificate of attendance at Compulsory Tender Clarification Meeting

T2.2-01b: Completed and signed form of offer

2.1.3 Stage three: these schedules will be utilised for evaluation purposes:

T2.2-02 Evaluation Schedule: Previous Experience

T2.2-03 Evaluation Schedule: Organogram, Experience and Qualifications of Key Personnel

T2.2-04 Evaluation Schedule: Programme

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

T2.2-06 Evaluation Schedule: Method Statement

T2.2-07 Evaluation Schedule: Quality Management

2.1.4 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 Site Establishment requirements

Agreement and Commitment by Tenderer:

T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

T2.2-14 SBD 5 – The National Industrial Participation Programme

T2.2-15 Non-Disclosure Agreement

T2.2-16 Supplier Declaration Form

T2.2-17 RFP – Breach of Law

T2.2-18 Certificate of Acquaintance with Tender Document

T2.2-19 Supplier Integrity Pact

T2.2-20 Supplier Code of Conduct

T2.2-21 Agreement in terms of POPIA Act

-
- T2.2-22 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)
 - T2.2-23 RFP Clarification Form

2.1.5 Bonds/Guarantees/Financial/Insurance:

- T2.2-24 Insurance provided by the Contractor
- T2.2-25 Foreign Exchange requirements (if applicable)
- T2.2-26 Forecast Rate of Invoicing
- T2.2-27 Three (3) years audited financial statements
- T2.2-28 Form of Intent to provide a Performance Guarantee

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

2.3 C1.2 Contract Data

2.4 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

2.7 Part C3: Works information

LIST OF ANNEXURES:

Annexure A: General Quality Requirements for Contractors and Suppliers

Annexure B: Guide On How To Upload Tenders

Annexure C: Frequently Asked Questions By Users

Annexure D: SHE Specifications

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

T2.2-01a: Eligibility Criteria Schedule:

Certificate of Attendance at Compulsory Tender Clarification Meeting

This is to certify that

.....
(Company Name)

Represented
by:

.....
(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority, Jetty Street, Gqeberha, 6001, Port of Port Elizabeth, (Marine House Boardroom)	
On (date)	Starting time: 10:00 am

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: Evaluation Schedule: Previous experience

20 POINTS

Note to tenderers:

Tenderers are required to demonstrate their overall experience in the delivery of similar works over the last 10 years, and to this end shall supply a sufficiently detailed reference lists with contact details of existing and or past customers and demonstrate their relevant experience with regards to the shipbuilding or ship repair as detailed in the Works Information.

A minimum of six (6) references to substantiate experience indicated showing:

- Project description
- Customer name and contact details
- Contract duration
- Evidence of project completion i.e., Completion Certificate, Past or existing customers Reference letter
- All references to be submitted on the client's letterhead.

The tenderer to submit the following:

- Previous experience based on similar work (specific to the scope)
- Sufficient references to substantiate experience indicated (project description, Client name and contact details, contract value and duration)

Shipbuilding or Ship Repair Experiences			
Project Description	Client name and contact details	Contract duration	Date of project completion

Transnet National Ports Authority
Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.



Attach the index of documentation to this schedule to substantiate your submission:

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The table below indicate the method of scoring that will be followed to evaluate the previous experience submitted by the Tenderer:

Points (20)	The Tenderer demonstrates experience in Shipbuilding and or Ship Repair industry with a proven track record.	Evidence of project completion
Score 0	The tenderer has submitted of 0 - 3 completed projects in the past 10 years and 3 or less reference letters (Completion certificate or recommendation letter) as per above requirements.	
Score 40	Tenderer has submitted list of 4-5 completed projects in the past 10 years, and 4–5 reference letters (Completion certificate or recommendation letter) as per above requirements.	The tenderer has submitted signed and dated reference letters or completion certificates for projects completed on the client letter head to substantiate the experience.
Score 70	Tenderer has submitted list of 6-7 completed projects in the past 10 years, and 6 – 7 reference letters (Completion certificate or recommendation letter) as per above requirements.	The tenderer has submitted signed and dated reference letters or completion certificates for projects completed on the client letter head to substantiate the experience.
Score 90	Tenderer has submitted list of 8-9 completed projects in the past 10 years, and 8–9, reference letters (Completion certificate or recommendation letter) as per above requirements.	The tenderer has submitted signed and dated reference letters or completion certificates for projects completed on the

Transnet National Ports Authority
 Tender Number: TNPA/2024/03/0036/59996/RFP
 Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.



		client letter head to substantiate the experience.
Score 100	Tenderer has submitted list of 10 or more completed projects in the past 10 years and Ten (10) or more, reference letters (Completion certificate or recommendation letter) as per above requirements.	The tenderer has submitted signed and dated reference letters or completion certificates for projects completed on the client letter head to substantiate the experience.

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

.....

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

T2.2-03: Evaluation Schedule: Organogram, Experience, and Qualifications of Key Persons

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

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

1. Project structure to include key personnel team that is specific to the project.
2. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
 - 2.1. The education, training and skills. (Proof of education and training must be attached. Copies of all qualifications must be certified by a Commissioner of Oaths)
 - 2.2. Relevant experience and registrations to be indicated in the CVs and the key personnel should include at least, amongst others but not limited to:
 - Naval Architect registered with RINA (Royal Institute of Naval Architect)
 - Chief Engineer (STCW) registered with Standards of Training, Certification of Watchkeepers.
 - Coded Welder
 - Spray Painter
 - Millwright
 - Boilermaker
 - Electrician
 - Safety Officer/ Manager/ Risk Specialist

No.	Key Persons	Name and Surname	CV & Qualifications attached (Yes/No)
1	Naval Architect		
2	Chief Engineer (STCW)		
3	Coded Welder		
4	Spray Painter		
5	Millwright		
6	Boilermaker		
7	Electrician		

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

8	Safety Officer/ Manager/ Risk Specialist		
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Note: Mandatory CV's and profiles should show experience, background, and track record in similar types of projects

Naval Architect

The Naval Architect must at least have a minimum qualification of a Degree in Naval Architect and at least 5 years of experience in shipbuilding/ship repair industry. Registration with RINA(Royal Institute of Naval Architect) or equivalent.

Chief Engineer Officer (STCW)

The Chief Engineer must at least have a minimum qualification of a certificate of competency; Chief Engineer Unlimited and at least 5 years of experience in shipbuilding/ship repair industry.

Coded Welder

The Coded Welder must have a Trade Test Certificate and at least 5 years' experience as a Coded Welder after attainment of Trade Test certificate.

Spray Painter

The Spray Painter must have at least spray-painting qualification and proven track record as a spray painter with at least 3 years working experience as a spray painter.

Millwright

The Millwright must have a Trade Test Certificate with at least 3 years of experience as a Millwright.

Boilermaker

The Boilermaker/Platter must have a Trade Test Certificate with at least 3 years of experience as a Boilermaker.

Electrician

The Electrician must have a Trade Certificate/Wireman's License with at least 3 years of experience working on Low Voltage (LV)

Safety Officer/ Manager/ Risk Specialist

The Safety Officer/ Manager/ Risk Specialist must have National Diploma in Safety Management or B-Tech in Safety Management, or B. Com Operational Risk Management or equivalent with at least 7 years of experience.

The scoring of the Organogram, Experience, Qualifications of Key Persons will be as follows:

Points (30)									
	Project structure to include key personnel team that is specific to the project	Naval Architect	Chief Engineer (STCW)	Coded Welder	Spray Painter	Millwright	Boilermaker	Electrician	Safety Officer/ Manager/ Risk Specialist
	3	4	4	4	3	3	3	3	3
Score 0	The tenderer has submitted no information.								
Score 40	Project structure shows incomplete list of Key staff and management structure under par. 2.2	Naval Architect has (1) year but less than (5) years of working experience, Degree in Naval Architect or a equivalent RINA (Royal Institute of Naval Architect) or equivalent registration	Key staff has limited recommended levels of relevant experience (from 1 but less than 5 years' experience), qualifications in Chief Engineer Unlimited or equivalent specialized training and Standards of Training,	Coded Welder has (1) year but less than 5 years' experience and qualified as Coded Welder (Trade Test Certificate)	Spray Painter has (1) year but less than 2 years' experience and trained as Spray Painter. (Spray Painting Certificate)	Millwright has (1) year but less than (2) years of working experience and trained as Millwright. (Trade Test Certificate)	Boilermaker has (1) year but less than (2) years of working experience and trained as Boilermaker. (Trade Test Certificate)	Electrician has (1) year but less than (2) of working experience. And qualified as Electrician (Trade Test Certificate)/Wireman's license)	Safety Officer/ Manager/ Risk Specialist with more than 1 year but less than 2 years of working experience and qualification in ND: Safety Management or equivalent.



			Certification of Watchkeepers registration.						
Score 70	Project structure is complete with all Key resources specific to the project indicated with experience to the project as indicated in the CV's.	Naval Architect experience has 5 but less than 7 years of working experience, Degree in Naval Architect or equivalent degree and RINA (Royal Institute of Naval Architect) or equivalent registration	Chief Engineer has (5) years but less than 7 years of working experience, qualified as Chief Engineer Unlimited or equivalent qualification and Standards of Training, Certification of Watchkeepers registration.	Coded Welder has 5 years but less than 7 years of working experience and qualified as Coded Welder (Trade Test Certificate)	Spray Painter has more than (2) years but less or equal to (3) years' experience and trained as Spray Painter. (Spray Painting Certificate)	Millwright has more than (2) year but less or equal to (3) years of working experience and qualified as Millwright. (Trade Test Certificate)	Boilermaker has more than (2) years but less or equal to (3) years of working experience and trained as Boilermaker. (Trade Test Certificate)	Electrician has more than (2) year but less or equal to (3) of working experience. And qualified as Electrician (Trade Test Certificate)/Wireman's license)	Safety Officer/ Manager/ Risk Specialist with more than 2 years but less or equal to 4 years of working experience and qualification in ND: Safety Management or equivalent.
Score 90	Project structure is complete with all Key resources specific to the project indicated with reasonable experience to the project as indicated in the CV's. It further shows onsite and off-site management.	Naval Architect has (7) years but less than (10) years of working experience, qualifications. Degree in Naval Architect or equivalent degree and RINA (Royal Institute of	Chief Engineer has (7) years but less than 10 years of working experience, qualified as Chief Engineer Unlimited or equivalent and Standards of Training, Certification of	Coded Welder has 7 years but less than 10 years of working experience and qualified as Coded Welder (Trade Test Certificate)	Spray Painter has more than (3) years but less than (4) years' experience and trained as Spray Painter. (Spray Painting Certificate)	Millwright has more than (3) years but less than (4) years of working experience and qualified as Millwright. (Trade Test Certificate)	Boilermaker has more than (3) years but less than (4) years of working experience and qualified as Boilermaker. (Trade Test Certificate)	Electrician has more than (3) year but less than (4) of working experience. And qualified as Electrician (Trade Test Certificate)/Wireman's license)	Safety Officer/ Manager/ Risk Specialist with more than 4 years but less than 7 years of working experience and qualification in ND: Safety Management or equivalent.



		Naval Architect) or equivalent registration.	Watchkeepers registration.						
Score 100	Project structure is complete with all Key resources specific to the project indicated with experience to similar project/s as indicated in the CV's and the organogram include onsite and off-site management. Details of the location and functions of offices from which the works will be managed are clearly defined.	Naval Architect has 10 or more years of working experience, a Degree in Naval Architect or equivalent degree and RINA (Royal Institute of Naval Architect) or equivalent registration.	Chief Engineer has 10 years or more years of working experience, qualified as Chief Engineer Unlimited or equivalent qualification and Standards of Training, Certification of Watchkeepers registration.	Coded Welder has 10 years or more years of working experience and qualified as Coded Welder (Trade Test Certificate)	Spray Painter has (4) years or more of working experience and trained as Spray Painter. (Spray Painting Certificate)	Millwright has (4) years or more of working experience and qualified as Millwright. (Trade Test Ccertificate)	Boilermaker has (4) years or more of working experience and qualified as Boilermaker. (Trade Test Ccertificate)	Electrician has 4 or more years of working experience. And qualified as Electrician (Trade Test Certificate)/Wireman's license)	Safety Officer/ Manager/ Risk Specialist has 7 years or more of working experience and qualification in ND: Safety Management or equivalent.

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

.....

T2.2-04: Evaluation Schedule: Programme

Note to tenderers:

The Tenderer details the programme for evaluation and attaches it to this schedule. In addition, the Tenderer is to provide an electronic copy of the programme in Primavera or Microsoft Project at award. (NB: Transnet system only accept PDF documents, so document MUST all be in PDF)

The Tenderer's attention is drawn to core clause 31 of the NEC3 Engineering and Construction contract regarding the items to be shown on a programme.

The tenderer shall provide the proposed programme detailed to minimum of level 4 showing as a minimum the following:

1. 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.

2. Provision of Dates:

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

- 2.1. Float,
- 2.2. Time Risk Allowances,
- 2.3. Health and safety requirements,
- 2.4. Procedures set out in this contract,
- 2.5. Works by the Employer and Others,
- 2.6. Access to a part of the site if later than its access date,
- 2.7. Acceptances,
- 2.8. Plant & Materials and other things to be provided by the employer,
- 2.9. Information by Others,
- 2.10. Starting date, access dates, Key Dates and Completion Date, and
- 2.11. Planned Completion for each Key Date for each option and the complete works.

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

3. 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.

4. The Contractor's programme shows the following levels:

- 4.1. 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.
- 4.2. Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below.
- 4.3. Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion.
- 4.4. 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.

The table below provides the allocation of points:

No.	Evaluation Criteria	Weighting
1	Starting date and completion date are stated, and the programme does not exceed 14 months	1
2	Activities to be logically tied link using critical path method (CPM). (Show the Critical path, Predecessors and Successors Column)	2
3	All activities as per level 4	2
4	The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g., weekends, public holidays are marked as non-working days from start to finish date	1
5	All activity durations to be measured in days, Weeks, and Months. (Show the duration Column)	2
6	The Bidder is required to produce at minimum a program that is compatible with MS Project or Primavera (Software) in PDF.	2
TOTAL POINTS		10

No.	<i>The tenderer shall demonstrate the following:</i>				
	No response	Very Poor	Acceptable Response	Good Response	Excellent Response
	(0)	(40)	(70)	(90)	(100)
1	No Response or Starting date and completion date not showing =0	Starting date and completion date is more than 14 Months = 40	Starting date and completion date is 14 months = 70	Starting date and completion date is less than 14 months; but greater and/or equal to 13 months = 90	Starting date and completion date is less than 13 months = 100
2	No response or programme does not link activities using CPM = 0	All Activities on Critical Path partially linked using CPM and open ends in Predecessors and Successors and partially linked using CPM and open ends in Predecessors or Successors (Show the Critical path, Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 40	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 70	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) No open ends in between Predecessors and Successors on Sub critical and all activities linked= 90	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column) No open ends in between Predecessors and Successors on Sub critical and all activities linked and No linking on Work Breakdown Structure (WBS) = 100
3	No response or schedule submission is not level 4 or 3 or 2 (i.e., Level 1) = 0	The schedule is a partially complete (Level 2 or Level 3) = 40	The schedule is a complete and detailed (level 4) = 70	The schedule is a complete and detailed Level 4 and Key Milestones submitted = 90	The schedule is a complete and detailed Level 4, Key Milestones and Basis of schedule submitted Milestones = 100



<i>The tenderer shall demonstrate the following:</i>					
	No response	Very Poor	Acceptable Response	Good Response	Excellent Response
	(0)	(40)	(70)	(90)	(100)
4	No response = 0	The TNPA activities calendar on the schedule should represent the actual Weekends or Public holidays are marked as working days from start to finish date= 40	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays are marked as non-working days from start to finish date= 70	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders break are marked as non-working days from start to finish date= 90	The TNPA activities calendar on the schedule should represent the actual Weekends, public holidays, and builders' breaks are marked as non-working days and float from start to finish date= 100
5	No response = 0	All Activities durations are broken down into Weeks or Months or Months and Weeks or Months and days (Show the duration Column) = 40	All activities durations are broken down into Months, Weeks, and days (Show the duration Column) = 70	All activities durations are broken down into Weeks and days (Show the duration Column) = 90	All activities durations are broken down into days (Show the duration Column) = 100
6	No response = 0	Submitted a minimum program that is compatible with Excel = 40	Submitted a minimum program that is compatible with Microsoft project or Primavera P6 = 70	Submitted a minimum program that is compatible with Microsoft project or Primavera P6 including resource loading (Show the resource Column or Gantt Chart) = 90	Submitted a minimum program that is compatible with Microsoft project or Primavera P6 including resource loading and cashflow forecast (Show the resource and cost Column or Gantt Chart) = 100



Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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

Signed

Date

.....

Name

Position

.....

Tenderer

.....

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

T2.2-05: Evaluation Schedule: Health and Safety Requirements

Submit the following documents as a minimum with your tender:

- 1.** Signed Health and Safety Plan as per scope of work and the tenderer must include this minimum requirements:
 - 1.1. Project Scope
 - 1.2. Health & Safety Policy
 - 1.3. Hazard Identification and Risk Assessment (HIRA)
 - 1.4. Legal & Other requirement
 - 1.5. Accountabilities and Responsibilities
 - 1.6. Competence, training and awareness
 - 1.7. Occupational Health and Hygiene
 - 1.8. Working at Heights
 - 1.9. Incident Reporting and Investigation
 - 1.10. Audits and Inspections

- 2.** Overview of the tenderer's Risk Assessment methodology, and submission of Risk Assessment indicating major activities of the works and how the risks will be addressed and mitigated, and must be inline with the scope of work (SoW).
 - 2.1. Fitting of Hull and Superstructure.
 - 2.2. Fitting of Electrical Work.
 - 2.3. Painting Work.
 - 2.4. Work at Heights.
 - 2.5. Working on the scaffolding or gangway.

- 3.** Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer. List the five elements -
 - 3.1. Commitment to Safety, prevention of pollution,
 - 3.2. Continual improvement,
 - 3.3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 - 3.4. Hold management accountable for development of the safety systems
 - 3.5. Include objectives and targets.

- 4.** Develop a training matrix for all employees who will be working on the project. This training matrix must include key responsible persons as follows:
 - 4.1. Sec. 16(2) – Delegated Authority (Ass. CEO)
 - 4.2. Supervisor
 - 4.3. Safety Officer/ Safety Manager/Risk Specialist



Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

- 4.4. Incident Investigator
- 4.5. Risk Assessor

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

- 5.1. Valid Letter of Good Standing
- 5.2. Safety Induction/ Orientation Booklet or Similar
- 5.3. Valid ISO 45001: 2018 Certification
- 5.4. Previous H&S Recognition Certification

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

Points (10)	2	3	2	1	2
<p>1. Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification.</p> <p>1.1. Project Scope</p> <p>1.2. Policy</p> <p>1.3. HIRA</p> <p>1.4. Legal & Other requirement</p> <p>1.5. Accountabilities and Responsibilities</p> <p>1.6. Competence, training and awareness</p> <p>1.7. Occupational Health and Hygiene</p> <p>1.8. Working @ Heights</p> <p>1.9. Incident Reporting and Investigation</p> <p>1.10. Audits and Inspections</p>	<p>2. Overview of the tenderer's Risk Assessment methodology, and submission of Risk Assessment indicating major activities of the works and how the risks will be addressed and mitigated, and must be inline with the scope of work (SoW).</p> <p>2.1. Fitting of Hull and Superstructure.</p> <p>2.2. Fitting of Electrical Work.</p> <p>2.3. Painting Work</p> <p>2.4. Working at Heights</p> <p>2.5. Working on the scaffolding or Gangway.</p>	<p>3. Signed and dated Health, Safety and Environmental Policy:</p> <p>3.1. Commitment to Safety, Pollution Prevention</p> <p>3.2. Continual Improvement</p> <p>3.3. Compliance to Legal requirements</p> <p>3.4. Holding management accountable for development of safety systems</p> <p>3.5. Included objectives and targets.</p>	<p>4. Develop a training matrix for all employees who will be working on the project. This training matrix must include key responsible persons as follows: 4.1. Sec. 16(2) – Delegated Authority (Ass. CEO)</p> <p>4.2. Supervisor</p> <p>4.3. Safety Officer/ Safety Manager/Risk Specialist</p> <p>4.4. Incident Investigator</p> <p>4.5. Risk Assessor</p>	<p>5. Complete and return the tender documentation (Contractor Safety Questionnaire) included as a returnable document, and attach all required supporting documents:</p> <p>5.1. Valid Letter of Good Standing</p> <p>5.2. Safety Induction/ Orientation Booklet or Similar</p> <p>5.3. Valid ISO 45001: 2018 Certification</p> <p>5.4. Previous H&S Recognition Certification</p>	



Score 0	No response – The Tenderer has submitted no information and irrelevant to the project.	No response - Risk assessment is provided but not aligned to project scope.	No response - The Tenderer has submitted no information or Health & Safety Policy not signed and dated.	No response - The Tenderer has submitted no information, or Training Matrix not signed.	No response - Health and Safety questionnaire is not fully completed and no supporting documents attached.
Score 40	Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including one (1) – five (5) H&S Plan requirements.	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment but only one (1)-two (2) major activity are provided aligned to Scope of Work.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including one (1)-two (2) key element.	The tenderer has submitted a signed training matrix including one (1)- two (2) key responsible personnel.	The tenderer has submitted one (1) document either Contractor Safety Questionnaire or supporting documents.
Score 70	Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including six (6) – seven (7) H&S Plan requirements.	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment but only three (3) major activities are provided aligned to Scope of Work.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including three (3) key elements.	The tenderer has submitted a signed training matrix including three (3) key responsible personnel.	The tenderer has submitted one (2)-(3) document either Contractor Safety Questionnaire or supporting documents.
Score 90	Signed Health and Safety Plan as per	The tenderer has submitted a Risk	Safety, Health & Environmental Policy signed	The tenderer has submitted a signed training matrix	The tenderer has submitted one (4) document either Contractor



	scope of work in line with TNPA H&S specification including eight (8) – nine (9) H&S Plan requirements.	Assessment Methodology, and Activity based Risk Assessment but only four (4) major activities are provided aligned to Scope of Work.	and dated by the Chief Executive Officer including four (4) key elements.	including four (4) key responsible personnel.	Safety Questionnaire or supporting documents.
Score 100	Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including ten (10) H&S Plan requirements.	The tenderer has submitted a Risk Assessment Methodology, and Activity based Risk Assessment but only five (5) major activities are provided aligned to Scope of Work.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including five (5) key elements.	The tenderer has submitted a signed training matrix including five (5) key responsible personnel.	The tenderer has submitted one (5) document either Contractor Safety Questionnaire or supporting documents.

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

Signed

.....

Date

.....

Name

.....

Position

.....

Tenderer

.....

T2.2-06: Evaluation Schedule – Method Statement

The Tenderer has submitted a method statement which responds to the scope of work and outlines construction methodology including that relating but not limited to programme, safety related matters and an understanding of the project objective.

The method statement should articulate what the Tenderer will provide in achieving the stated objectives for the project and demonstrate alignment to Programme. Tenderers to also exhibit a clear understanding of the project and has shown a concise method statement for all activities incorporating best practice.

The Tenderer must as such explain his / her understanding of the objectives of the works and the Employer's stated and implied requirements, highlight the issues of importance, and explain the construction sequencing they would adopt to address them. The method statement should explain the methodologies which are to be adopted and demonstrate its compatibility. The approach should also include and outline processes, procedures and associated resources, to meet the requirements and indicate how risks will be managed.

The Method statement should cover:

- Outline of proposed approach
- Narrative related to the programme
- Detailed method statement, technical approach and construction sequencing in terms of the Works Information
- Demonstrate an understanding of the project objectives
- Detailed list of equipment and number thereof to execute the works, and areas it will be utilised

The Tenderer must attach his / her method statement to this page.

The method statement shall include as a minimum but not limited to the following (the contractor must refer to the works information for a full description of the scope of the works):

The Method statement shall include the following as a minimum of the critical elements in terms of Scope of Work but not limited to the following:

- 1) Bridge and Navigation Equipment
- 2) Electrical Monitoring and Alarm system
- 3) Deck Machinery
- 4) Accommodation (i.e., cabins, galley, messroom, WC)
- 5) Main and Auxiliary engine room machinery



Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

- 6) Hull and Superstructure
- 7) Propulsion system
- 8) Piping, Steelwork & Paintwork
- 9) Tanks & Engines room spaces
- 10) Fendering

Additional elements to be submitted:

- 11) Provision for installation of a smart fuel consumption metering system
- 12) Smart fuel consumption metering system and solar energy to supply lighting and geyser.

Index of documentation attached to this schedule:

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Transnet National Ports Authority

Tender Number: TNPA/2023/10/0017/47106/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

Points (20)	The method statement must respond to the scope of work and outline the proposed methodology including that relating to the Programme, quality, health and safety and environmental considerations. Method of construction and commissioning process. Tender to narratively demonstrate the approach to site establish, pre-construction activities and meetings, interfaces with other discipline including the client, construction logistics, commissioning procedures and handover.
Score 0	The bidders didn't submit any information, or the information submitted is inadequate for scoring (covers less than 4 critical activities).
Score 40	The methodology approach is specifically tailored to address the specific project objectives (covers only 4 to 7 of the critical activities for the scope of works as listed above).
Score 70	Tenderer has submitted an acceptable method statement with minor omissions and/or irregularities. The methodology approach is specifically tailored to address the specific project objectives (covers any 8-10 of critical activities for the scope of works as listed above). The methodology is sufficiently flexible to accommodate changes that may occur during execution.
Score 90	The methodology approach is specifically tailored to address the specific project objectives and more (covers all 10 aspects of the scope of works and makes provision for installation of a smart fuel consumption metering system). The methodology is sufficiently flexible to accommodate changes that may occur during execution.
Score 100	The methodology approach addresses important issues in an innovative and efficient way i.e. indicating that the tenderer has outstanding knowledge of (covers all 10 aspects of the scope of works and makes provision for installation of a smart fuel consumption metering system and solar energy to supply lighting and geyser). The methodology approach details the commissioning procedures in line with the SAMSA requirements

T2.2-07: Evaluation Schedule: Quality Management

Due consideration must be given to the deliverables required to execute and complete the contract as per the:

- TNPA-QUAL-REQ-14.1 _General Quality Requirements for Contractors and Suppliers (**Annexure A to the Scope of Works**).
- ISO 9001:2015 Quality Management Systems (QMS) requirements and should include:
 1. **Quality Manual** that is aligned to ISO 9001:2015 QMS requirements.
 2. **Project Quality Plan** shall be project specific and be aligned to the TNPAQUAL- REQ-14.1_General Quality Requirements for Contractors and Suppliers.
 3. **CV of Quality Officer** supplemented by **Qualifications** - Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer **MUST** have a minimum of 3 years' quality experience in Engineering works.
 4. **Quality Control Plans** shall be in line with the scope of works detailing the Engineering works. These QCP's shall identify all inspections as detailed in the scope of works together with other tests and verifications required to demonstrate that the works comply with the scope of works, specifications, and drawings.

The scoring will be as follows:

	Quality Manual aligned to ISO 9001:2015 1. Context of the organization 2. Leadership 3. Support 4. Operations 5. Performance Evaluation	Project Quality Plan for the contract 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of non-conforming outputs	Quality Officer		Quality Control Plan (QCP) 1. Sequence of activities 2. Procedure/code specifications 3. Intervention points 4. Field inspection checklist 5. Relevant signatories
			Experience	Education	
Points (10)	2	2	2	2	2
Score (0)	No submission/ quality manual contains one or less of the 5 QMS requirements.	No submission/ Project Quality Plan contains one or less of the 5 PQP requirements.	No submission of CV/ one year or less of Quality experience in Engineering works.	No submission	No submission of QCP/ Quality Control Plan contains one or less of the 5 QCP requirements.
Score 40	Quality manual contains up to 2 of the 5 QMS requirements.	Project Quality Plan contains up to 2 of the 5 PQP requirements.	More than 1 and up to 2 years Quality experience in Engineering works.	Submitted either 1 of the following: ISO 9001:2015 QMS Implementation/ ISO 9001:2015 QMS Auditing / Quality Diploma/ Technical Diploma	Quality Control Plan contains up to 2 of the 5 QCP requirements.

<p>Score 70</p>	<p>Quality manual contains 3 of the 5 QMS requirements.</p>	<p>Project Quality Plan contains 3 of the 5 PQP requirements.</p>	<p>More than 2 and up to 3 years of Quality experience in Engineering works.</p>	<p>Submitted either 2 of the following: Quality Diploma and Technical Diploma / Quality Diploma and ISO 9001: Implementation / Quality Diploma and ISO 9001: Auditing / Technical Diploma and ISO 9001: Implementation / Technical Diploma and ISO 9001: Auditing / ISO 9001: Implementation and ISO 9001: Auditing</p>	<p>Quality Control Plan contains 3 of the 5 QCP requirements.</p>
<p>Score 90</p>	<p>Quality manual contains 4 of the 5 QMS requirements.</p>	<p>Project Quality Plan contains 4 of the 5 PQP requirements.</p>	<p>More than 3 and up to 10 years Quality experience in Engineering works.</p>	<p>Submitted either 3 of the following: i. ISO 9001: Implementation and ISO 9001: Auditing and Quality Diploma. ii. ISO 9001: Implementation and ISO 9001: Auditing and Technical Diploma. iii. Quality Diploma and Technical Diploma and ISO 9001: Implementation. iv. Quality Diploma and Technical Diploma and ISO 9001: Auditing</p>	<p>Quality Control Plan contains 4 of the 5 QCP requirements.</p>



				<ul style="list-style-type: none"> v. Quality Diploma and ISO 9001: Implementation and ISO 9001: Auditing. vi. Quality Diploma and ISO 9001: Implementation and Technical Diploma. vii. Technical Diploma and ISO 9001: Implementation and Quality Diploma. viii. Technical Diploma and ISO 9001: Implementation and ISO 9001: Auditing ix. Quality Diploma and ISO 9001: Auditing and ISO 9001: Implementation. x. Quality Diploma and ISO 9001: Auditing and Technical Diploma. xi. Technical Diploma and ISO 9001: Auditing and ISO 9001: Implementation. xii. Technical Diploma and ISO 9001: Auditing and Quality Diploma. 	
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<p>Score 100</p>	<p>Quality manual contains all 5 of the QMS requirements.</p>	<p>Project Quality Plan contains all 5 of the PQP requirements.</p>	<p>More than 10 years of Quality experience in Engineering works.</p>	<p>Submitted all 4 qualifications: Quality Diploma, Technical Diploma, ISO 9001: Implementation, and ISO 9001: Auditing</p>	<p>Quality Control Plan contains all 5 of the QCP requirements.</p>
-----------------------------------------	---------------------------------------------------------------	---------------------------------------------------------------------	-----------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------

<p>Attached submissions to this schedule:.....</p> <p>.....</p> <p>.....</p>

T2.2-08: Authority to submit a Tender:

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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



C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

partner, to sign all documents in connection with the tender offer for Contract _____

_____ and any contract resulting from it on our behalf.

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

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

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



D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

T2.2-09: Record of Addenda to Tender Documents

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

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

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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:

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



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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: _____

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

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



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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

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

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		



SBD 6.1

PREFERENCE POINTS CLAIM FORM

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

1. GENERAL CONDITIONS

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

PRICE AND ELEMENTS OF THE SPECIFIC GOALS:	POINTS
Price	90
B-BBEE status level of contribution 1 or 2	02
The promotion of enterprises located in the Eastern Cape for work to be done or services to be rendered in that province.	02
The promotion of supplier development through subcontracting of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, disabled people or 30% women owned.	06
Non-compliant and/or B-BBEE Level 3-8 contributors	00
Total points for Price and B-BBEE must not exceed	100



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

2. DEFINITIONS

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



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of enterprises located in the Eastern Cape for work to be done or services to be rendered in that province.	CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines and Proof Registered address of entity
The promotion of supplier development through subcontracting of 30% of the value of the contract to/with EMEs and/or QSEs 51% owned by black people, youth, disabled people or 30% women owned.	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline.



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
Large	Certificate issued by SANAS accredited verification agency
QSE	Certificate issued by SANAS accredited verification agency Sworn Affidavit signed by the authorised QSE representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership (only black-owned QSEs - 51% to 100% Black owned) [Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp .]
EME¹	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National

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



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(*Tick applicable box*)

YES	<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.

(*Tick applicable box*)

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional Supplier
- Other Suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor,, which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have

- (a) disqualify the person from the bidding process;



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES 1. 2.

..... SIGNATURE(S) OF BIDDERS(S) DATE:



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any

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



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.



Tender description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

..... Signature Date
..... Position Name of bidder

T2.2-14: SBD 5 – The National Industrial Participation Programme (NIPP)

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$5 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$5 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.

1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

4. PROCESS TO SATISFY THE NIPP OBLIGATION

- 4.1 Once the successful tenderer (Contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

Description of the Works: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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

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

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

T2.2-15: NON-DISCLOSURE AGREEMENT



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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

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

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

2. CONFIDENTIAL INFORMATION

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

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

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

Description of the Supply: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

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

9. GENERAL

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

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

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

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

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

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

Signed

Date

Name

Position

Tenderer



Transnet National Ports Authority

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Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

T2.2-16 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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



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

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

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

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

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

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

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

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



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

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

7. The B-BBEE Commission advises entities and organs of state to reject B-BBEE certificates that have been issued by verification agencies or professionals who are not accredited by South African National Accreditation Systems ("SANAS) as such B-BBEE certificates are invalid for lack of authority and mandate to issue them. A list of SANAS Accredited agencies is available on the SANAS website at www.sanas.co.za.

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



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SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

Did your company previously operate under another name?					Yes	No
If YES state the previous details below:						
Trading Name						
Registered Name						
Company Registration No Or ID No If a Sole Proprietor						
Form of Entity	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
	Non-profit (NPO's or NPC)	Personal Liability Co	State Owned Co	National Govt	Provincial Govt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Venture	Foreign International	Foreign Branch Office

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



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Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?										Yes		No						
Please indicate your Broad Based BEE status (Level 1 to 9)										1	2	3	4	5	6	7	8	9
Majority Race of Ownership																		
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership				% Black Youth Ownership										
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans														
Please Note: Please provide proof of B-BBEE status as per Appendix C and D:																		



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

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



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<p>A supplier that is not as yet in our value chain that we are assisting in their developmental area.</p>	
<p>SUPPLIER DEVELOPMENT BENEFICIARY</p> <p>A supplier that we are already doing business with or transacting with and we are also assisting them assisting them in their developmental area e.g. (They might require training or financial assistance etc.)</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>GRADUATION FROM ED TO SD BENEFICIARY</p> <p>When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>
<p>ENTERPRISE DEVELOPMENT RECIPIENT</p> <p>A supplier that isn't in our value chain as yet but we have assisted them with an ED intervention</p>	<p>YES <input type="radio"/> NO <input type="radio"/></p>

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

<p>Name and Surname</p>		<p>Designation</p>	
<p>Signature</p>		<p>Date</p>	



Transnet National Ports Authority
Tender Number: TNPA/2024/03/0036/59996/RFP
Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p>



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

	<p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”</p>
<p>Definition of “Black Designated Groups”</p>	<p>Black Designated Groups means:</p> <ul style="list-style-type: none"> (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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

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

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

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

Deponent Signature

Date

Commissioner of Oaths
Signature & stamp



Transnet National Ports Authority
 Tender Number: TNPA/2024/03/0036/59996/RFP
 Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

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



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

- Black Designated Group Owned % Breakdown as per the definition stated above:
- Black Youth % = _____%
- Black Disabled % = _____%
- Black Unemployed % = _____%
- Black People living in Rural areas % = _____%
- Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

Date

Commissioner of Oaths Signature & stamp



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

T2.2-17: 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

T2.2-18: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-19: Supplier Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

process, Tender evaluation, contracting or implementation process related to any contract.

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:

a) Human Rights

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

b) Labour

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

c) Environment

- Principle 7: Businesses should support a precautionary approach to environmental challenges;
- Principle 8: undertake initiatives to promote greater environmental responsibility; and

- Principle 9: encourage the development and diffusion of environmentally friendly technologies.

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

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

blacklisting. The decision to extend the blacklist to associated companies will be at the sole discretion of Transnet.

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and

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

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

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

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

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

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

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

10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;

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

11 GENERAL

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

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

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

Signature

Date

T2.2-20: 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.



Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

Suppliers must record and report facts accurately, honestly and objectively. Financial records must be accurate in all material respects. **Conflicts of Interest**

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

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

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

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

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

Signed this on day _____ at

Signature

T2.2-21 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 "(POPIA)":

consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.

- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:

Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.

- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is

(..... insert name of Tenderer/Contractor) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.

- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.

- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

from Transnet to the processing of its personal information or and the information of a third party in a manner other than that it was collected for, which consent cannot be unreasonably withheld.

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



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

YES	
------------	--

NO	
-----------	--

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

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2024

Name: _____

Title: _____

Signature: _____

..... **(Name of company)**

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-22: Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)

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

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

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

[https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP,](https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP)

Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:



The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.

Is the Respondent
(Complete with a "Yes" or "No")

A		Closely Related to a DPIIP/FPPO		Closely Associated to a DPIIP/FPPO	
----------	--	----------------------------------------	--	-------------------------------------------	--

List all known business interests, in which a DPIIP/FPPO may have a direct/indirect interest or significant participation or involvement.

	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	

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

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

T2.2-24: Insurance provided by the *Contractor*:

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			

T2.2-25: Foreign Exchange Requirements

The Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

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

Items & activities	Currency	Bank	Maximum payment

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

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

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



Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

T2.2-26: Forecast Rate of Invoicing

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

<p>Index of documentation attached to this schedule:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>



Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

T2.2-27: Three (3) years audited financial statements.

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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

T2.2-28: Form of Intent to Provide a Performance Guarantee

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

Name of Guarantor
(Bank/Insurer)

.....

Address

.....

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

Signed

.....

Name

.....

Capacity

.....

On behalf of (name of tenderer)

.....

.....

Date

.....

Confirmed by Guarantor's Authorised Representative

Signature(s)

.....

Name (print)

.....

Capacity

.....

On behalf of Guarantor
(Bank/insurer)

.....

Date

.....

Transnet National Ports Authority
 Tender Number: TNPA/2024/03/0036/59996/RFP
 Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

C1.1: Form of Offer & Acceptance

Offer

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

The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the plough tugboat to the Port of Port Elizabeth for a period of 14 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.
---------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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

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

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

Signature(s)

Name(s)

Capacity

For the tenderer:

(Insert name and address of organisation)

Date



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

Name &
signature of
witness

Tenderer's CIDB registration number:



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		

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

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

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



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	<p>General</p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p>A: Priced contract with activity schedule</p>
	<p>dispute resolution Option</p> <p>and secondary Options</p>	<p>W1: Dispute resolution procedure</p>
		<p>X1: Price adjustment for inflation</p> <p>X2 Changes in the law</p> <p>X7: Delay damages</p> <p>X13: Performance Bond</p> <p>X14: Advanced payment</p> <p>X16: Retention</p> <p>X18: Limitation of liability</p> <p>Z: <i>Additional conditions of contract</i></p>
	<p>of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)</p>	
10.1	<p>The <i>Employer</i> is:</p>	<p>Transnet SOC Ltd (Registration No. 1990/000900/30)</p>



Transnet National Ports Authority

Contract Number: TNPA/2024/03/0036/59996/RFP

Title Of Contract: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100
10.1	The <i>Project Manager</i> is: (Name)	Luvuyo Jekwa
	Address	Transnet National Ports Authority eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100
	Tel	0832707684
	e-mail	Luvuyo.Jekwa@transnet.net
10.1	The <i>Supervisor</i> is: (Name)	Stephen Bailey
	Address	eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth
	Tel No.	0833012658
	e-mail	Stephen.bailey@transnet.net
11.2(13)	The <i>works</i> are	Undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the plough tugboat to the Port of Port Elizabeth
11.2(14)	The following matters will be included in the Risk Register	No risks identified



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11.2(15)	The <i>boundaries of the site</i> are	Port of Port Elizabeth Slipway Precinct and it surrounding areas "	
11.2(16)	The Site Information is in	Part C4	
11.2(19)	The Works Information is in	Part C3	
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.	
13.1	The <i>language of this contract</i> is	English	
13.3	The <i>period for reply</i> is	Two (02) weeks	
2	The Contractor's main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	31 August 2025	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1 Tugboat	31 August 2025
30.1	The <i>access dates</i> are	Part of the Site:	Date:
		1 Plough tug precinct	01 July 2024
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	01 July 2024	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks of the Contract Date.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	52 (fifty two) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	2 weeks	



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5 Payment

50.1 The *assessment interval* is **25th (twenty fifth) day of each successive monthly on the month.**

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

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

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

6 Compensation events

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

the number of days with rainfall more than 10 mm

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

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

and these measurements: work stoppage if wind exceeds 40km per hour

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

The *Contractor's* Site establishment area

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

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

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

and which are available from:

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

7 Title

No additional data is required for this section of the *conditions of contract*.



8 Risks and insurance

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

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

1 Insurance against: **Loss of or damage to the *works*, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.**

Cover / indemnity: **to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are: **as stated in the insurance policy for Contract Works / Public Liability**

2 Insurance against: **Loss of or damage to property (except the *works*, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability**

Cover / indemnity **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are **as stated in the insurance policy for Contract Works / Public Liability**

3 Insurance against: **Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability**

Cover / indemnity **Is to the extent as stated in the insurance policy for Contract Works / Public Liability**

The deductibles are: **As stated in the insurance policy for Contract Works / Public Liability**

4 Insurance against: **Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon**



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Cover / indemnity

Cover / indemnity is to the extent provided by the SASRIA coupon

The deductibles are

The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.

Note:

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

84.1

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

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

The *Contractor* provides these additional Insurances

- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**
- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**



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-
- 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.**
 - 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
 - 6 Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**
 - 7 The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the *Employer*. The *Contractor* shall arrange with the insurer to submit to the *Project Manager* the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the *Contractor*.**

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

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



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84.2	The insurance against loss of or damage to the works, Plant and Materials as stated in the insurance policy for contract works and public liability selected from:	Principal Controlled Insurance policy for Contract OR Project Specific Insurance for the contract
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with Activity Schedule	No additional data is required for this Option.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is:	The Chairman of the Association of Arbitrators (Southern Africa) The Association of Arbitrators (Southern Africa)
W1.4(2)	The <i>tribunal</i> is:	Arbitration
W1.4(5)	The <i>arbitration procedure</i> is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Port Elizabeth, South Africa
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Chairman of the Association of Arbitrators (Southern Africa)



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12 Data for secondary Option clauses

X1 Price adjustment for inflation

X1.1(a)	The <i>base date</i> for indices is	Tender advert date		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-portion	linked to index for	Index prepared by
		0.30	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)



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0.15	Plant (Equipment)	<p>The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1)</p>
0.12	Material (Electrical)	<p>The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.</p>



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	0.40	Material (Mechanical)	The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
	0.03	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1)
	1.00		
	0.15	Non-adjustable	
*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices			
X2	Changes in the law	No additional data is required for this Option	
X7	Delay damages (but not if Option X5 is also used)		
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	R50 000.00 per day	



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X13	Performance bond	
X13.1	The amount of the performance bond is	10% of the total of the Prices at the Contract Date
X14	Advance Payment	
X14.1	The Purchaser makes an advance payment to the Contract Value excluding VAT to the supplier on receipt of Advanced Payment Guarantee from a Financial Institution approved by Transnet	30% of the total of the prices of the works
X14.2	The Purchaser makes payment not later than a period of four weeks from the Date of receiving an Advance payment bond	Not later than four (4) weeks
X14.3	The advance payment is repaid in instalment portion of 10% and the last proportion of the repayment shall be the remaining amount of the advance payment due to the purchaser this amount shall be deducted from each monthly assessment due to the supplier and the last instalment shall be the amount remaining amount due to the Purchaser until the Advance payment bond is paid up in full	Instalments 10% of each monthly assessment due to the purchaser
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	5% on all payments certified.
X18	Limitation of liability	



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X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to:	Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
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:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	52 weeks after Completion date

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

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

Z1.1	The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the <i>Employer</i> by a financial institution reasonably acceptable to the <i>Employer</i>.
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Z2 Additional clauses relating to Joint Venture

Z2.1

Insert the additional core clause 27.5

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

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

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



constituents to provide the Works.

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

Z2.2

Insert additional core clause 27.6

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

Z3 Additional obligations in respect of Termination

Z31

The following will be included under core clause 91.1:

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

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

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



Z3.2	Termination Table	The following will be included under core clause 90.2 Termination Table as follows:
Z3.3		Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"
Z3.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z4	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z4.1		<p>The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations:</p> <ol style="list-style-type: none"> <li data-bbox="842 981 1439 1216">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. <li data-bbox="842 1249 1439 1440">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. <li data-bbox="842 1473 1439 1641">3. Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.
Z5	Additional Clause Relating to Collusion in the Construction Industry	
Z5.1		<p>The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.</p>



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Z7.4

The resulting compensation event will be based on an actual Forward exchange Contract (FEC), between the Contractor and a recognized financial institution registered in South Africa. It shall be based on the difference between the rand value of the forward cover and the rand value per tender. It shall be the Contractor's responsibility to liaise directly with the Project Manager and or any other person as directed by the Project Manager to finalise the foreign currency hedging process (Forward Exchange Contract) to be entered into by the Contractor.

Z7.5

If the Contractor fails to provide the Forward Exchange Contract (Forward Cover) within two weeks of the Contract Date, the Project Manager will assess the compensation event based on his own assessment of the foreign currency cash flow and projected forward rates.

Z8 National Industrial
Participation programme



Z8.1

- TNPA is required to implement the National Industrial Participation Programme ("NIPP") as special condition of the tender.
- The Industrial Participation is a programme that seeks to leverage economic benefits and support the development of South African industry by effectively utilizing the instrument of government procurement.
- The National Industrial Participation Programme ("NIPP") is applicable to all government procurement contracts that have an imported content, whereby the imported content is equal to or exceeding US\$ 5 million or other currency equivalent to US\$ 5 million.
- All tenders with an estimated value of US\$ 5 million or more imported content, must be advertise with a condition that the winning bidder is expected to negotiate and enter into a NIPP obligation agreement with the
- Department of Trade, Industry and Competition (DTIC) before the signing of the contract. For more information related to the NIPP, refer to Standard Bidding Document (SBD 5).

Z9 Incoterms

Z9.1

The Employer selected CIP – Carriage and Insurance Paid incoterm. The Contractor delivers the goods to the carrier or another person nominated by the Contractor at an agreed place, but the Contractor also contract for insurance cover against the Contractor's risk of loss of or damage to the goods during the carriage. Contractor is required to obtain insurance only on minimum cover.



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C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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



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



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



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Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

C1.3 Forms of Securities

Pro formas for Guarantees

For use with the NEC3 Supply Contract (December 2009 with amendments April 2013)

The *conditions of contract* stated in the Contract Data Part 1 may include the following Options:

Option X13: Performance guarantee

Option X14 Advanced payment to the *Supplier*

These Options require a guarantee "in the form set out in the Goods Information".

Pro forma documents for these guarantees are provided here for convenience but are to be treated as part of the Goods Information.

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



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Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

Pro forma Performance Guarantee – Demand Guarantee (for use with Option X13)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee / Guarantee)

[Insert *Purchaser's* name and registered address]

Bank reference No.

Date:

Dear Sirs,

Performance Guarantee – Demand Guarantee for [insert name of *Supplier*] required in terms of contract [insert *Supplier's* contract reference number or title]

1. In this Guarantee the following words and expressions shall have the following meanings:-

1.1	"Bank" means	[Insert name of Bank], [●] Branch, Registration No. [●]
1.2	"Bank's Address" means	[Insert physical address of Bank]
1.3	"Contract" means	the written agreement relating to providing the <i>goods</i> and <i>services</i> , entered into between the <i>Purchaser</i> and the <i>Supplier</i> , on or about the [●] day of [●] 200[●] (Contract Reference No. [●]) as amended, varied, restated, novated or substituted from time to time;
1.4	" <i>Supplier</i> " means	[●] a company registered in accordance with the laws of [●] under Registration No [●].
1.5	" <i>Purchaser</i> " means	[●] a company registered in accordance with the laws of the Republic of South Africa under Registration Number [●]
1.6	"Expiry Date" means	the earlier of <ul style="list-style-type: none"> • the date that the Bank receives a notice from the <i>Purchaser</i> stating that all amounts due from the <i>Supplier</i> as certified in terms of the contract have been received by the <i>Purchaser</i> and that the <i>Supplier</i> has fulfilled all his obligations under the Contract, or • the date that the Bank issues a replacement Guarantee for such lesser or higher amount as may be required by the <i>Purchaser</i>.
1.7	"Guaranteed Sum" means	the sum of R[●], ([●] Rand)
1.8	" <i>goods</i> and <i>services</i> " means	[insert details from Contract Data part 1]

2. At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto, confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby



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undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

3. A demand for payment under this guarantee shall be made in writing at the Bank's address and shall:
 - be signed on behalf of the *Purchaser* by a director of the *Purchaser*;
 - state the amount claimed ("the Demand Amount");
 - state that the Demand Amount is payable to the *Purchaser* in the circumstances contemplated in the Contract.
4. Notwithstanding the reference herein to the Contract the liability of the Bank in terms hereof is as principal and not as surety and the Bank's obligation/s to make payment:
 - is and shall be absolute provided demand is made in terms of this guarantee in all circumstances; and
 - is not, and shall not be construed to be, accessory or collateral on any basis whatsoever.
5. The Bank's obligations in terms of this Guarantee:
 - shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and
 - shall not be discharged and compliance with any demand for payment received by the Bank in terms hereof shall not be delayed, by the fact that a dispute may exist between the *Purchaser* and the *Supplier*.
6. The *Purchaser* shall be entitled to arrange its affairs with the *Supplier* in any manner which it sees fit, without advising us and without affecting our liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the *Supplier* or any variation under or to the Contract.
7. Should the *Purchaser* cede its rights against the *Supplier* to a third party where such cession is permitted under the Contract, then the *Purchaser* shall be entitled to cede to such third party the rights of the *Purchaser* under this Guarantee on written notification to the Bank of such cession.
8. This Guarantee:
 - shall expire on the Expiry Date until which time it is irrevocable;
 - is, save as provided for in 7 above, personal to the *Purchaser* and is neither negotiable nor transferable;
 - shall be returned to the Bank upon the earlier of payment of the full Guaranteed Sum or expiry hereof;
 - shall be regarded as a liquid document for the purpose of obtaining a court order; and
 - shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.
 - will be invalid and unenforceable if any claim which arises or demand for payment is received after the Expiry Date.
9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

Pro forma Advanced Payment Guarantee (for use with Option X14)

(to be reproduced exactly as shown below on the letterhead of the Bank providing the Guarantee)

[Insert *Purchaser's* name and registered address]

Bank ref no. [•]

Date: [•]

Dear Sirs,

Advanced Payment Guarantee for Contract No. [•]

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

[Insert *Purchaser's* name]

(the *Purchaser*) and

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

(the *Supplier*), for

{Insert details of the *goods and services* from the Contract Data}

(the *goods and services*).

I/We the undersigned [•]

on behalf of the Surety [•]

of physical address [•]

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and proper repayment by the *Supplier* to the *Purchaser* of the advanced payment made by the *Purchaser* to the *Supplier* under the Contract, and for all losses and expenses that may be suffered or incurred by the *Purchaser* as a result of non-payment by the *Supplier*, subject to the following conditions

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the



Transnet National Ports Authority

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foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier's* obligation shall not affect the validity of this Advance Payment guarantee.

- 4. This guarantee expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier*.
- 5. The amount of the guarantee shall be payable to the *Purchaser* upon the *Purchaser's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating the amount of the *Purchaser's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser's* loss, damage and expense.
- 6. Our total liability hereunder shall not exceed the sum of (R) which is equal to the advance payment.
- 7. This Advanced Payment Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 200_

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

Transnet National Ports Authority.
Tender Number: TNPA/2024/03/0036/59996/RFP

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PART 2: PRICING DATA

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

C2.1 Pricing Instructions: Option A

1. The *conditions of contract*

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

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

Identified 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.

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

C2.2 Activity Schedule

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

Item	Refer to	Description	Unit	Qty	Total Price (ZAR)
1	SANS 10400	Preliminaries and General			
1.1		Contractual requirements	Sum	1	
1.2		All other Contractual and legal requirements incl. safety, insurances, compensations	Sum	1	
1.3		Preparation and Maintenance of Quality Control Plan (QCP)	Sum	1	
1.4		Site Establishment	Sum	1	
1.5		Removal of Site Establishment	Sum	1	
1.6		Tools and equipment	Sum	1	
1.7		Plant Mobilisation	Sum	1	
1.8		Plant Demobilisation	Sum	1	
1.9		Water supplies, electric power and communications connection	Sum	1	
1.10		Permits and site access	Sum	1	
1.11		Environmental Management Compliance (Compliance to TNPA CEMP, SES and Environmental Legislations)	Sum	1	
1.12		Occupational Health and Safety File	Sum	1	
1.13		Health and Safety compliance (incl. PPE, harnesses, etc.)	Sum	1	
1.14		Rehabilitation of site.	Sum	1	
	SANS 10400	Time related Items			
1.15		Contractual Requirements	Months	14	
1.16		Environmental Management	Months	14	
1.17		Tools, Equipment and Plant	Months	14	
1.18		Supervision for the duration of the contract	Months	14	
1.19		On site staff	Months	14	
1.20		Occupational Health and Safety	Months	14	

1.21		Water supplies, electric power, communications, dealing with water and access.	Months	14	
2		Execution			
2.1		Review of main construction designs	Sum	1	
2.2		Completion of Hull & Superstructure, including painting.	Sum	1	
2.3		Supply and deliver the Wheelhouse & Accommodation fittings	Sum	1	
2.4		Install the Wheelhouse & Accommodation fittings	Sum	1	
2.5		Supply and delivery of Machinery & compressor plant	Sum	1	
2.6		Installation of Machinery & compressor plant	Sum	1	
2.7		Supply and delivery of Main engines, gearboxes & alternators	Sum	1	
2.8		Installation of Main engines, gearboxes & alternators	Sum	1	
2.9		Supply and delivery of Electrical installations & Communication and Navigational Aids	Sum	1	
2.10		Installation Electrical installations & Communication and Navigational Aids	Sum	1	
2.11		Supply and delivery of Air conditioning & Ventilation system	Sum	1	
2.12		Installation of Air conditioning & Ventilation system	Sum	1	
2.13		Supply and delivery of Firefighting & compressed air systems	Sum	1	
2.14		Installation of Firefighting & compressed air systems	Sum	1	
2.15		Supply and delivery of the Propulsion System	Sum	1	
2.16		Installation of the Propulsion System	Sum	1	
2.17		Integration of all systems and commissioning.	Sum	1	
2.18		Conduct FATS & HATS	Sum	1	
Total Cost Excluding VAT carried over to Form of Offer & Acceptance					R

PART C3: SCOPE OF WORK

Document reference	Title	No of page
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C3.2	<i>Contractor's Works</i>	1
	Total number of pages	39

C3.1 EMPLOYER'S WORKS INFORMATION

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SECTION 1

1 Description of the *works*

1.1 Executive overview

The tugs are arguably the most critical asset in marine fleet as they enable the ports to dock and sail ships visiting and departing South African waters. Additionally, tugs are critical to the safety within and around the ports, as they have previously demonstrated their ability to assist with firefighting activities; they assist in other non-guaranteed revenue streams such as towing and salvage operations, which are realized occasionally if such operation is required.

The technology has also evolved over the years and cargo carriers are becoming larger, therefore, agents and cargo owners prefers bigger vessels because of their capacity to load multiple consignments. This has resulted in increased bollard pull required to maneuver such vessels, of which some of the current tugs are not able to meet this requirement. These tugs have been experiencing regular mechanical, electrical and hydraulic breakdowns and the maintenance costs becomes unjustifiable, all these results in unreliable services as well as safety concerns. This breakdown problem is putting strain on newly acquired tugs, which are currently being overused and accumulating excessive hours quicker.

The works that the Contractor is to perform involve:

TNPA is in the process of building or completing a tugboat that is located in the Port of Port Elizabeth. The remaining scope is the completion of all the steel fabrication and construction as well as all the interior outfitting, including all auxiliary components, and commission as per the current approved designs/drawings. The remaining work is expected to be completed within next 14 months.

The Contractor shall be administering the craft as the specification below:

The tugboat shall be of the twin screw, fixed pitch propeller; diesel engine powered type with twin rudders and bow thruster and of all welded steel construction.

The main construction designs/drawings for this tug can be supplied upon request.



The table 1 below gives illustration of tugs age analysis, which is divided into two phases 1 and 2. The phase 1 of the analysis starts in 2015/16 to 2021/22

Fiscal Year	AGE	PHASE 1							PHASE 2								
		1	2	3	4	5	6	7	8	9	10	11	12	13	14		
	35	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29		
TUGS	RCB	mv "UZAVOLO"	41	41	42	43	44	45	46	47	48	49	50	51	52	53	54
	mv "INDLAZI"	14	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
	mv "IPHOTHWE"	4	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	mv "LILANI"	4	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	mv "UKHOZI"	1		0	1	2	3	4	5	6	7	8	9	10	11	12	13
	mv "UMVOTI"	32	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46
	mv "UMSUNDUZI"	32	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46
	mv "INYALAZI"	31	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45
	mv "UMHLALI"	30	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44
	mv "UTHUKELA"	14	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
	mv "UMKHUZE"	12	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
	mv "LOTHENI"	7	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
	mv "PHOLELA"	7	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
	mv "UMBULO"				0	1	2	3	4	5	6	7	8	9	10	11	12
	mv "Umkomazi" - T3020				0	1	2	3	4	5	6	7	8	9	10	11	12
	mv "IMPUNZI"	37	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
	mv "UMTHWALUME"	37	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51
	mv "Umvezo"	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	mv "Qunu"			0	1	2	3	4	5	6	7	8	9	10	11	12	13
	mv "SHASA" -	6	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
	mv "ORCA" -	5	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	mv "LIZIBUKO" -	5	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	mv "PINOTAGE"	35	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
	mv "MERLOT"	35	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
	mv "ENSELENI"	15	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
	mv "PALMIET"	15	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29
	mv "USIBA"	0	0	0	0	1	2	3	4	5	6	7	8	9	10	11	12
	mv "MEEUW"	38	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52
mv "CHARDONNAY"	35	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	
mv "Cormorant"			0	1	2	3	4	5	6	7	8	9	10	11	12	13	
mv "OSPREY"			0	1	2	3	4	5	6	7	8	9	10	11	12	13	
New Tug - Construction - T3021				0	1	2	3	4	5	6	7	8	9	10	11	12	

Table 1: Tugs 14 year age analysis based on tugs midlife refit

The Employer wishes to significantly modernise and upgrade its current fleet of tugs, many of which have seen over 35 years of service and no longer perform with the level of reliability and availability needed to provide the level of customer service EMPLOYER is aspiring to deliver. Much of its fleet is therefore in need of replacement.

In addition, recent investment in the Ports infrastructure in South Africa and improvements in operating efficiency has meant that the volume of cargo being carried by EMPLOYER has increased considerably, a trend that looks to continue into the medium and longer term. As a result of the above, Employer requires to procure new tugs in the short, medium, and long term.

The required Services is to appoint a Contractor to undertake the Complete the Construction, Build, Assemble, Paint, Commission, Deliver and Operationalize tugboat located in the Port of Port Elizabeth. All the Works required shall be undertaken in accordance with International Marine Organisation (IMO) standards, South African Maritime Safety Authority (SAMSA) regulations and other relevant legislation. The Contractor is required to ensure proper completion of the work in accordance with the Contract. The Contractor is obligated to ensure the following:

- All the Works are in accordance with the very best ship repair practice under SAMSA Class Register or the equivalent standard of such other recognized Classification Society;
- The Contractor will be required to ensure that tug hull integrity and fittings complies with the relevant legislation/s;
- The Contractor before commencement of the Work will have to provide the details of how the Work will be executed to the Project Manager and also to establish Tug requirements and update method statement accordingly to address their functional requirements;
- The Contractor will develop the cost estimate of the tug as per the provided as part C2.

- Upon commission of the tug, the *Contractor* will be required to conduct harbour and sea-trials in accordance to the Class Society standards and handover the tugs to EMPLOYER for acceptance.

1.2 **Employer's objectives**

The *Employer's* objectives are:

The *Employer's* objectives are to appoint a Contractor to undertake the Complete Construction, Assemble, Paint, Commission, Deliver, Operationalize, and handover of the tugboat to the Port of Port Elizabeth. All the Works required shall be undertaken in accordance with Classification Societies, South African Maritime Safety Authority (SAMSA) regulations and other relevant legislation. The Contractor is required to ensure proper completion of the works in accordance with the Contract.

The Contractor is obligated to ensure the following but not limited to:

Strictly compliance to the Technical Specification and compliance to all regulatory bodies and local legislations,

Components to be fitted are to be of the latest approved technology, in compliance with the approved designs and relevant regulations.

Compliance to IMO regulations and requirements.

Compliance to SAMSA regulations and requirements.

Compliance to Classification Societies Rules for Ship Construction regulations and requirements.

Compliance to International Convention for Safety of Life at Sea regulations and requirements

In addition to the above the *Contractor* is to take the following guiding principles into consideration when undertaking the *Works*

The works must be strictly in accordance with the technical specification provided with this *Works Information*.

All the Works are to be done in accordance with the very best ship repair practice under SAMSA Class Register or the equivalent standard of such other recognized Classification Society.

The Contractor will be required to ensure that the workboats hull integrity and fittings complies with the relevant legislation/s.

The Contractor will ensure that all drawings and designs are approved by all Classification Societies before the commencement of the works and provide an official report to the Employer/Project Manager.

The contractor will be responsible to ensure that all works to be undertaken on the tugboat is certified by the relevant authority. Where design work is required, the contractor should notify the Employer of such requirement.

The Contractor before commencement of the Works will ensure that hull and superstructure is prepared in accordance with the paint specification/paint scheme as recommended and approved by a competent design engineer, in compliance with SAMSA, all other regulation body before employed on the vessel, a painted sample of material shall be required and tested to assess quality standards and performance.

The Contractor before commencing will ensure that welded sections are compliant with the relevant Classification Society standard, and approved by the design engineering, and all Non-Destructive Testing (NDT) or similar tests have been passed by all relevant bodies and handover to the Employer for acceptance.

The Contractor before commencement of the Works will have to provide the details of how the Work will be executed (i.e., Methodology inclusive of the Quality Control Plans) to the Project Manager and to establish workboats requirements and update method statement accordingly to address their functional requirements.

Upon commission of the tugboat, the Contractor will be required to conduct harbour and sea-trials in accordance to the Class Society standards and handover the tugboat for acceptance to the Employer

State relevant details of what the purpose of the completed works is and how the Employer will utilise the facility in use. This should be a relatively short text inclusion, but potentially expansive if C3.1 Employer's Works Information is not fully Employer design and Contractor needs to know various Employer end-user requirements.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
FEQ	Field Engineering Query
GA	General Arrangement Drawing



Abbreviation	Meaning given to the abbreviation
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CD	Compact Disc
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
ID	Personal identification document
IMO	International Maritime Organisation
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IP	Industrial Participation
ISO	International Standard Organisation
MARPOL	Marine Pollution
MSL	Mean Sea Level
SANS	South African National Standards previously South African Bureau of Standards (SABS)
SAMSA	South African Maritime Safety Authority
SHE	Safety, Health & Environment
SOLAS	Safety of life at Sea
EMPLOYER	Transnet National Ports Authority

2 Engineering and the *Contractor's* design

2.1 *Employer's* design

2.1.1 The *Employer's* will supply the following:

- *Work Information*
- Technical Specification for tugboat

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

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

2.2.1 The *Contractor* is responsible in his works for the overall Construction, Build, Assemble, Commission, Deliver and Operationalize the tugboat and integration of the design of the *works* with the design of the *Employer* as stated under 2.1 *Employer's* design above for the following parts of the *works*:

The contractor will be responsible to ensure that work to be undertaken on the tug is certified by the relevant authority. Where design work is required the contractor should notify the *Employer* of such requirement. The permission will be granted by the approving officer.

2.2.2 Unless expressly stated to form part of the design responsibility of the *Employer* as stated under 2.1 *Employer's* design above and whether or not specifically stated to form part of the design responsibility of the *Contractor* under this paragraph 2.2, all residual design responsibility and overall responsibility for the total design solution for the *works* rests with the *Contractor*.

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

2.3.1 The *Contractor's* documentation shall be issued to the *Project Manager* under cover of the *Contractor's* Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the *Contractor's* Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of *Contractor* data submitted is dependent on the project procedure and shall be specified by the *Project Manager*, upon the notified request of the *Contractor*.

2.3.2 The *Contractor* shall deliver both hard copies and electronic media copies to the *Project Manager* either at the address stated within the Contract Data or at the Project site office.

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

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

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

2.3.6 The *Contractor* shall allow the *Project Manager*, 2 weeks (unless otherwise stated and agreed) to review and respond to the *Contractor's* submission of their documentation, i.e. from time of receipt by the *Project Manager* to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the *Project Manager* with prior notification in writing by the *Contractor*.

2.3.7 On receipt of the reviewed documentation, the *Contractor* shall make any modifications requested/marked-up and resubmit the revised documentation to the *Project Manager* within 2



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weeks. Queries regarding comments/changes should be addressed with the *Project Manager* prior to re-submittal.

2.3.8 Any re-submittals, which have not included the changes/comments identified, will be returned to the *Contractor* to be corrected. The *Contractor* shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within 2 working days of receipt of the marked-up document.

2.3.9 The *Contractor* is required to undertake design safety reviews with the *Project Manager*, the NEC Supervisor, the *Employer's Engineer's* and Professional team, the *Employer's* Health and Safety Officers, the *Employer's* Environmental Officers, the *Employer's* Quality Assurance and Quality Control Officers and any other Specialists and/or Subject Matter Experts (SME) as deemed by the *Employer* necessary for the provision of the Works.

2.3.10 The *Contractor* shall further conform to the requirements of health and safety as applicable and as directed by the *Project Manager*.

2.3.11 The *Contractor* shall submit all designs, drawings and details of plant including detailed technical specifications to the *Project Manager* for acceptance by the *Employers* engineer prior to the procurement of any items of plant.

2.3.12 Documentation Submission

The Project Management Office filing system will be utilized for the control of all relevant documentation. All document will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, Employers agent instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control.

2.4 Review and Acceptance of *Contractor* Documentation

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

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the '*Contractor* Document Submittal Requirements' Standard included in Annexure A (Refer DOC-STD-0001).

2.5 Other requirements of the *Contractor's* design

2.5.1 The *Contractor's* design complies with the following:

- International Maritime Organisation (IMO);
- South African Maritime Authority (SAMSA);
- International Convention for the Safety of Life at Sea (SOLAS);
- Marine Pollution (MARPOL)

2.5.2 The *Contractor* will be responsible to provide the following as part of the designs

- A guaranteed supply of spares;
- Continuous technological upgrades to reduce costs and increase efficiencies;
- The design philosophy must thus cater for future technological changes;
- The development of and continuous amendments to maintenance plans [as incorporated in the tug manual] to guarantee performance requirements, thereby reducing costs; and
- Specialised induction training in relation to tug operations, as required by the *Employer*.

2.6 Use of *Contractor's* design

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

2.7 Design of Equipment

2.7.1 The *Contractor* submits his design details for the following categories of his proposed principal Equipment to the *Project Manager* for his information only:

2.7.1.a.1 Any formwork required to Provide the *Works*

2.7.1.a.2 Equipment designed for the lifting of personnel to access any areas necessary to provide the *Works* which are not at ground level.

2.7.1.a.3 Equipment designed for the lowering of personnel to access any areas necessary to provide the *Works* which are below ground level.

2.7.2 The following principal Equipment categories deployed for the *Contractor* to Provide the *Works* require its design to be accepted by the *Project Manager* under ECC Clause 23.1:

2.7.2.a.1 Specialist Equipment required to Provide the *Works*

2.7.2.a.2 Rigging platforms and specialised rigging Equipment that may be required by the *Contractor* to Provide the *Works*.

2.7.2.a.3 Launching platforms and incremental launching equipment that may be required by the *Contractor* to Provide the *Works*

2.7.2.a.4 Temporary access platforms, ladders, walkways, scaffolds, and any other temporary structures required to provide the *Works*.

2.7.3 The design of Equipment is considered in terms of this contract as *Contractor's* design and all applicable requirements of this document shall apply.

2.8 Equipment required to be included in the *works*

2.8.1 None

2.9 As-built drawings, operating manuals and maintenance schedules

2.9.1 The *Contractor* provides the following:

The Project Development Unit filing system will be utilized for the control of all relevant documentation. All document will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employer's* agent instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department.

2.9.2 Installation, Maintenance and Operating Manuals and Data Books

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' All document will be delivered via document control with a proof of transmittal. All documents issued to 3rd Party contractors and to the Employer must be submitted through the *Employer's* Document Control Department.

a) The *Contractor* prepares three (3) marked up hard copies of the latest revision of the *Employer* documents/drawings to represent the As-Built/Final status.

- b) The mark-ups shall be in RED pencil or pen and be complete and accurate. The Contractor submits same to the Project Manager under cover of a Contractor's Transmittal Note.
- c) The *Contractor* provides manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
- d) Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength.
- e) The *Contractor* submits the draft Table of Contents to the *Project Manager* for acceptance prior to the compilation and official submittal of the manuals.
- f) 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.
- g) The address, phone numbers, fax numbers and reference numbers of all Sub-Contractors is provided
- h) Where manuals include drawings that still need to be revised to 'As-Built' status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the 'As-Built' version of each such drawing has been incorporated. The required number of copies of the manual(s) shall be as specified by the *Project Manager* and submitted per type or model number of equipment included in the contract, or as specified by the Project Manager. A typical example of what the binder/file(s) shall be marked with on the spine and the front cover is as follows: -

- Project No./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

- i) Unless otherwise stated in the CDS, the required number of copies of all As-Built/Final/Data Packs shall be:

3 x hard copies (Full size) including 1 x copy to be laminated in plastic enclosing 2 pages back to back for use by maintenance staff, 4 x CD Roms with Adobe Acrobat (.pdf) and Native formats and 2 x usb drives with Adobe Acrobat (.pdf) and Native formats.

2.9.3 Operating and Maintenance Manuals shall consist of the following sections:

- Descriptive Information

This section shall comprise at least the following:

- General Description
- Design Parameters
- Building Load
- Installed Capacities
- Principal Components
- Electrical Board Schematics
- Control Schematics
- Plant Data Comprising

This section shall comprise at least the following:

- Plant Designation
- Manufacturer and Model
- Size and Rating
- Pressure, Speed and Temperature Limitations
- Manufactures Local Representative.
- Systems Operating Instructions

Complete instructions for all Plant including:

- Starting and Stopping Procedures.
- Time Switch Functions.
- Seasonal Adjustments.
- Sequence under Loading and Unloading.
- Normal Operation and Tripped Conditions.
- Logs and Records to be kept.
- Inspection and Maintenance
- Inspection Schedules and Checklist.
- Lubrication Schedules.
- Routine Replacements, Adjustments and Calibrating.
- Routine Cleaning, Painting and Protection.
- Inspection and Maintenance Logs and Records to be kept.
- Reference Documents

Reference documents to include:

- Tender Specification & Drawing List
- As built Record Drawings
- Test Reports
- Commissioning Reports
- Plant: Manufacturers Data

This part of the Manual shall consist of manufacturer's data including:

- Descriptive Literature
- Catalogue Cuts, Brochures or Shop Drawings
- Dimensioned Drawings
- Materials of Construction
- Parts Designations
- Operating Characteristics
- Performance Tables and Charts
- Performance Curves
- Pressure, Temperature, and Speed Limitations
- Safety Devices



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- Plant Operating Instructions
- Pre-start Checklist
- Start-up Procedures
- Inspection during Operation
- Adjustment and Regulation
- Testing
- Detection of Malfunction
- Precautions
- o Inspection Instructions and Procedures
 - Normal and Abnormal Operating Temperature, Pressure and Speed Limits.
 - Schedule and Manner of Operation
 - Detection Signals
- o Maintenance Instructions and Procedures
 - Schedule of Routine Maintenance.
 - Procedures.
- Troubleshooting Chart.
 - o Parts List
 - o Service Contracts

2.9.4 Maintenance

Allow for the maintenance of the complete installation for a period of TWELVE (12) MONTHS after commissioning certificate has been issued by the *Employer*. Visit the installation once a month based on a proper preventive programme approved by the *Employer*.

2.9.5 Report to an official nominated by the *Employer* on arrival and again on leaving their premises on the occasion of each visit. Such person, who has been nominated by the Client, shall sign a Service Report giving details of corrected temperature and humidity readings taken, etc.

2.9.6 A log book shall be supplied by the *Contractor*. The log book shall be kept on site in charge of the responsible person appointed by the Client for this purpose. The *Contractor* shall complete the log book, showing all maintenance done by him, as well as repairs of faults which may have occurred. The log book shall also contain the following information:

- Date
- Type of fault reported and by whom
- Date of fault report
- Work done
- Name and signature of person carrying out the work
- Name and signature of the person in charge of the site.

2.9.7 The log book shall be completed in TRIPLICATE. One copy shall accompany the monthly report to the Regional Representative of Transnet National Ports Authority, one copy shall be for the *Contractor's* own use, whilst the third copy shall remain in the log book as a record.

2.9.8 At each service visit, maintenance personnel shall, inter alia, perform the following duties in addition to any other which may be necessary.



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2.9.9 Check all fans, drives and variable speed drives, lubricate moving part and tighten where applicable, belts, as required, and check all lock-out stops. Check drip trays, drainage systems for cleanliness and correct functioning..

2.9.10 **As-Built/Final Documentation**

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Contractor Document Submittal Requirements' Standard.

2.9.11 **Installation, Maintenance and Operating Manuals and Data Books**

In undertaking the 'Works' (including all incidental services required), the Supplier shall conform and adhere to the requirements of the 'Data Books and Manuals' Standard and the 'Contractor Documentation Submittal Requirements' Standard included.

3 Construction

3.1 Temporary works, Site services & construction constraints

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

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

3.1.3 The *Contractor* must ensure that his/her staff appointed on the project obtain valid security access to be able to enter the Ports on daily basis.

3.1.4 The *Contractor* will be required to attend *Employer* induction prior to access the site or start performing the work. The Contractor must make necessary allowance for interface with other work executed by others for safe working procedure. During delivery and installation of equipment, the Contractor should adhere to the safety measures put in place by Transnet while working within the work vicinity.

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

3.1.6 The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health and Safety laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements.

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

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

- Normal working hours at the Ports are from 08:00 to 16:30, Monday to Friday, Inclusive. Transnet National Ports Authority has a strict Health and Safety policy in place. No person(s) may enter the site and undertake work on the site until undergoing the mandatory induction. The induction must be arranged by the Port personnel at no cost to the Contractor. Prior arrangement must be made with the Project Manager.
- The *Contractor* keeps daily records of his people engaged on the Site and Working Areas (including Subcontractors) with access to such daily records available for inspection by the Project Manager at all reasonable times

3.1.9 Health and safety facilities on Site

- The *Contractor* shall comply with the requirements of the Occupational & Safety Act of 1993 and applicable regulations as well as Compensation for Occupational Injuries and Diseases Act 130 of 1993. The safety specification will be issued with the tender documents, returnable safety file will include risk, health, safety plans and COVID 19 plans as per National Disaster Management Act 57 of 2002
- The *Contractor* provides a notice board, *Employer* title, *Supervisor* name, size layout where sited etc][refer to SHE specification guidelines)

The *Contractor* provides progress photographs, progress reports and quality checks monthly to the *Project Manager*.

3.1.10 The *Contractor* complies with the requirements stated under paragraph 2.3 of C3.1 *Employer's Works Information*.

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

The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health, Safety, and environmental laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements.

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

Environmental controls, pertaining to waste management must be taken into consideration. No fauna & flora, dealing with objects of historical interest

The *Contractor* complies with the CEMP, SES and PES in the construction of the *works*, all as described *Employer's Works Information*.

Cooperating with and obtaining acceptance of others

The *Contractor* must make necessary allowance for interface with other work executed by others for safe working procedure.

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

- *Employer* Chief Harbour Master Department
- *Employer* Risk Department
- *Employer* Security Department
- *Employer* Projects team, and
- Other relevant Departments

The permit to work will be granted to the *Contractor* after the safety file has been approved by SHE representative.

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

- *Employer* Chief Harbour Master Department
- *Employer* Risk Department
- *Employer* Security Department
- *Employer* Projects team, and
- Other relevant Departments

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

3.1.12 *Contractor's* Equipment

It will be the responsibility of the contractor to safeguard their equipment that they use to perform the work on site. The *Contractor* will have to appoint their own security for protection of their equipment on site, the security company must be approved by *Employer* prior to use.

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

3.1.14 Equipment provided by the *Employer*

The *Employer* will not be providing anything. It's the contractor's responsibility to ensure that their site is compliant.

3.1.15 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:

None

3.1.16 The *Contractor* complies with the following conditions in using the *Employer's* Equipment:

No equipment will be provided by the *Employer*

3.1.17 Site services and facilities:

The *Employer* will show the *Contractor* the main connection point for both water and electricity and it will be the responsibility of the contractor to ensure that this services reaches their site of work.

3.1.18 The *Employer* provides the following facilities for the *Contractor*:

None

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

3.1.20 Facilities provided by the *Contractor*:

The *Contractor* shall provide everything necessary to ensure that the *Work* is executed in the compliance with the contract agreement.

3.1.21 The *Contractor* provides the following facilities for the *Project Manager* and *Supervisor*:



The Contractor shall provide a site office for *Employer* Supervisor/Construction Manager who will be on site on daily basis. The office shall be equipped with a table, 4 office chairs, bar fridge, microwave and the file cabinet.

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

3.1.23 Unless expressly stated as a responsibility of the *Employer* as stated under 5.1.11 Site services and facilities, all residual requirements for the provision of facilities and all items of Equipment necessary for the *Contractor* to Provide the *Works* remains the responsibility of the *Contractor*.

3.1.24 Existing premises, inspection of adjoining properties and checking work of Others
N/A

3.1.25 Survey control and setting out of the *works*

3.1.26 Excavations and associated water control

The *Contractor* should pay special attention to unknown underground services when trenching for supply of electricity and water to their site offices

3.1.27 The *Contractor* complies with the following requirements

Occupational Health and Safety Act 85 of 93

3.1.28 Control of noise, dust, water and waste

The *Contractor* to comply with NEMA regulations and environmental legislations.

The CEMP should include but not limited to the following:

- Noise control
- Pollution control
- Waste management
- Water management

3.1.29 The *Contractor* complies with the following:

The *Contractor* to comply with NEMA regulations and environmental legislations.

The CEMP should include but not limited to the following:

- Noise control
- Pollution control
- Waste management
- Water management

3.1.30 The *Contractor* to refer to the project specification for the development of the programme and submit to *Employer* for acceptance.

3.1.31 The *Contractor* complies with the following:

The *Contractor* to comply with the accepted Level 4 project programme

3.1.32 The Contractor should adhere to the accepted programme.

3.1.33 The *Contractor* notifies the *Supervisor* of the following elements of the *works* [either include specific details or make an overarching general statement that this is to include all elements of the *works*] which are to be covered up:

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

The *Contractor* will be working during office hours, therefore the *Contractor* needs to be mindful of the personnel working in the area.

3.2 Completion, testing, commissioning and correction of Defects

3.2.1 The *Contractor* shall provide a detailed testing and commissioning plan which shall be approved prior to the start of any testing activities.

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

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

The Contractor shall provide a full set of specifications for the equipment to be purchased during tender stage.

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

The certification for completion for use will be done progressively until the entire project is complete. Such use does not constitute a takeover by the employer.

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

The certification for completion for use will be done progressively until the entire project is complete, such use does not constitute a takeover by the employer.

3.2.5 Materials facilities and samples for tests and inspections

There will be no materials facilities and samples for tests and inspections for the project.

3.2.6 The *Contractor* provides the *Employer* with the following [state what facilities will be made available and when, what Materials if any and samples in order for the *Supervisor* to perform his tests and inspections as described under paragraph 5.2.1 of C3.1 *Employer's Works Information*] as ECC Clause 40.2:

N/A

3.2.7 The *Employer* provides the *Contractor* with the following [state what facilities will be made available and when, what materials if any and samples in order for the *Supervisor* to perform his tests and inspections as described under paragraph 3.2.1 of C3.1 *Employer's Works Information*] as ECC Clause 40.2:



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N/A

3.2.8 Commissioning

- a) Details of all the tests for FATs, SATs and Commissioning as well as all documentation to be used for the recording of these shall be submitted to the Project Manager for approval by the Employer's Engineers three (3) weeks prior to the start of any testing.
- b) The Contractor shall not be allowed to start testing without the approval of the Testing and Commissioning Plan.
- c) The testing of the systems shall be done in the presence and to the satisfaction of an authorised representative of the Employer's Engineer and the Supervisor. The test results shall be forwarded to the Employer for acceptance.
- d) FAT testing shall include simulations of the equipment, which shall be done in the presence of the Employer's Engineer and the Supervisor. FAT testing shall be done for, but not limited to, all pumps, compressors, and pneumatic conveyors, which shall include pressure and flow testing as well as all other testing required for correct operation.
- e) All consumables required for the testing and commissioning shall be provided by the Contractor and shall be priced for.
- f) Commissioning shall be done by an registered Naval Architect or Marine Engineer who shall be provided by the Contractor. The Contractor's Engineer provided shall have reasonable experience in the commissioning of similar types of Plant or systems. The Contractor shall provide Programme for the time and cost associated with the commissioning of all the works.

3.2.9 The *Contractor* provides the following commissioning activities to bring the *works* in use in liaison with the *Employer*.

The testing and commissioning of the works shall be done as per the requirements set out in the technical specification.

3.2.10 Start-up procedures required to put the *works* into operation

The *Employer* will require Commissioning report and Certification of the equipment before operation.

3.2.11 The *Contractor* performs the following duties and actions on behalf of the *Employer* to put the *works* into operation

3.2.12 Tenderers shall allow in tender training course, to train on site at least five crew members per tug, as nominated by the User (Client) from his own operating personnel. The training shall follow the following guidelines as listed below:

- The training shall be done on all items of Plant procured as well as any installed Plant and systems. All consumables required for the training shall be provided by the *Contractor* and shall be priced for.

- During this period the personnel shall be made fully conversant with the operation of, and daily maintenance required for, each item of Plant of the system.
- The training shall be of such a standard that will enable the Client to carry out his own in-house training of other personnel.
- The training course shall start only after first take-over inspection of the system.
- The training course shall be carried out in the language medium as chosen by the Client.
- The Operating Manual of the contract shall include a full description of the contents of the training course.

3.2.13 Take over procedures

The *Contractor* to provide completion certificate for the supply of all deliverables that are mentioned at 3.2.1 of the Works Information, Certification of the equipment, training of EMPLOYER fire officials, maintenance and operating manuals of equipment to be provided by the *Contractor* before takeover of the project.

3.2.14 The *Contractor* provides the following assistance to the *Employer*:

Allow for the maintenance of the complete installation for a period of TWELVE (12) MONTHS after commissioning certificate has been issued to the *Employer*. Visit the installation once a month on the basis of a proper preventive programme approved by the *Employer*.

3.2.15 The *Contractor* ensures that the documentation as described under paragraph 3.8 of the *Works Information* is presented to the *Project Manager* before Completion.

3.2.16 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of As-built documents that represent the [state combination of Mechanical, Electrical, Instrumentation, General Layout as appropriate] status of the completed *works* (to include Plant within the *works*) to present to the *Employer*.

3.2.17 The *Contractor* ensures that the *Project Manager* has a full and accurate dossier of [state Maintenance and Operating Manuals as appropriate] at the earlier of take-over or Completion.

3.2.18 Where the *Contractor* has presented [state Maintenance and Operating Manuals as appropriate] to the *Project Manager* at take-over, the *Contractor* modifies and updates As-built documents as necessary prior to Completion. .

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

Clause 43.4 requires that the *Project Manager* arrange for the *Employer* to allow the *Contractor* access to and use of a part of the works, which has been taken over if needed to correct a Defect. After the works have been put into operation, the *Employer* may require the *Contractor* to undertake certain procedures before such access can be granted (for example barricading a motorway or in a nuclear power station). Include these here.

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

There is a permit card access system to enter the Port Area. The Port Staff must arrange the required access permits and issue them to the *Contractor* free of charge. Should any person lose his/her access permit these must be replaced at a cost of R 360-00 per person, cost to be incurred by the *Contractor*. This must also apply if permits are not returned at the end of the project completion.

In case there is someone coming to the site for the first time, that person will be required to attend *Employer* induction prior to access the site or start performing the work.

3.2.21 Performance tests after Completion

The equipment must perform according to the specification in 3.2.1 of the *Works Information* provided by the *Employer*. Should there be any equipment that does not perform according to the specification post completion; the Contractor will still be required to correct the deviation at *Contractor's* cost.

4 Plant and Materials Standards and Workmanship

- 4.1.1 The *Contractor* provides Plant and Materials for inclusion in the *Works* in accordance with the Standard Specifications and/or Project Specifications, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new and undamaged, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.
- 4.1.2 The *Contractor* shall make all necessary planning provision for labour, equipment, material and execution of the *Works*.
- 4.1.3 All materials shall be of the quality specified and the *Contractor* shall, upon request of the *Project Manager*, furnish him with proof to his satisfaction that the materials are of the specified quality. The *Project Manager* is not responsible for Quality Assurance on behalf of the *Contractor* but shall be entitled to judge unsatisfactory work.
- 4.1.4 The *Contractor* replaces any Plant and Materials subject to breakages (whether in the Working Areas or not) or any Plant and Materials not conforming to standards or specifications stated and notifies the *Project Manager* and the *Supervisor* on each occasion where replacement is required.
- 4.1.5 No Plant or Materials will be provided "free issue" by the *Employer*
- 4.1.6 The *Contractor* provides all Plant and Materials necessary for the *Works*.
- 4.1.7 The *Contractor* supplies all certification including test certificates, user manuals, maintenance manuals and data books with respect to Plant and Materials procured for the *Works*.

4.2 Investigation, Survey and Site Clearance

- 4.2.1 The *Contractor* will be responsible for setting out the *Works*.
- 4.2.2 The *Contractor* validates the information provided by the *Project Manager* and records all existing and final levels on a survey drawing and presents this to the *Project Manager* for acceptance.
- 4.2.3 Prior to commencing the *Works* the *Contractor* records any defects or inaccuracies related to the existing structures, paving, etc. and presents this record to the *Project Manager* for acceptance. Only items recorded in this manner will be accepted as having pre-existed the *Works* and the remedying of all other damage will be the *Contractor's* responsibility and for his cost.

4.3 Electrical & Mechanical engineering works

- 4.3.1 Where SANS 10142 and/or SANS 10198 specifications are used within the Works Information, then where the term “Equipment” (or the like) is used with the meaning of installation and items left behind in the *works*, then please read this term as “Plant” for ECC defined term compliance.

South African National Standards

Standard No.	Description
SANS 10400	The Application of the National Building Regulations
SANS 347:2012	Categorisation and Conformity Assessment Criteria for all Pressure Equipment
SANS 62	Steel pipes - Part 1 and 2
SANS 10142	Code of Practice for the Wiring of Premises
SANS 10044	Welding
SANS 2560	Welding Consumables
SANS 1182	Light Gauge Welded Steel Pipes
SANS 121	Hot Dip Galvanized Coatings on Fabricated Iron and Steel Articles
SANS 10140	Identification Colour Marking
SANS 8501-3	Preparation of Steel Substrates Before Application of Paints and Related products
SANS 10142-1	The Wiring of Premises Part 1: Low Voltage Installations
SANS 1109-1	Pipe Threads Where Pressure-Tight Joints are Made on the Threads

Other Specifications

Specification No.	Description
API 5L	Welded and Seamless pipe
ASTM A153	Standard Specification for Zinc Coating (Hot Dip) on Iron and Steel Hardware
Government Notice	Pressure Equipment Regulations, 2009
	The General Electrical Specification for the Provincial Administration of the Republic of South Africa Part 2E
	The Municipal by laws and any special requirements of the Supply Activities of the area or district concerned.

	The Occupational Health and Safety Act No 85 of 1993
ISO 9001	Quality Management
ISO 9002	Model for Quality Assurance in Production, Installation and Servicing
ISO 14001	Environmental Management
AD 2000	Code for Pressure Vessels
ASME VIII	Rules for Construction of Pressure Vessels

Merchant Shipping Act, Act 57 of 1951, as amended.

Merchant Shipping (National Small Vessel Safety) Regulations, 2007

Collision Regulations, 2005

Maritime Occupational Safety Regulations, 1994

Marine Notice 13

Ship Registration Act, 1998 and Ship Registration Regulations, 2002

Merchant Shipping (Licencing of Vessels) Regulations, 2002

Tonnage Regulations, 1986

Load Line Regulations, 1968

Merchant Shipping (National Small Vessel Safety), Regulations, 2007 or Collision Regulations, 1996

The vessel complies with applicable provisions of the Construction Regulations, Load Line Regulations, Safety of Navigation Regulations and Life Saving Appliances Regulations, 1968.

The vessel complies with applicable provisions of the Collision Regulations, 2005.

The vessel complies with applicable provisions of the Merchant Shipping (Radio Installation) Regulations, 2002.

The vessel complies with applicable provisions of the Crew Accommodation Regulations, 1961.

The vessel complies with applicable provisions of the MARPOL Convention 73/78, as amended.

Construction Regulations, Reg 152 – Hydraulic Testing of Boilers, etc. (Pressure Vessels).

Construction Regulations, Reg 153 – Safety Valves

Construction Regulations, Reg 155 – Main Engines

Construction Regulations, Reg 156 – Bilge Pumping Arrangements

Construction Regulations, Reg 157 – Fuel Tanks

Construction Regulations, Reg 158 – Underwater fittings (NB - Load Line Regulations may also apply)

Construction Regulations, Reg 160 – Refrigeration System

MARITIME OCCUPATIONAL HEALTH AND SAFETY AMENDMENT REGULATIONS, 2021

4.4 Process control and IT works

As per the Tug specification

5 List Of Drawings

5.1 Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date and which apply to this contract.

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

Drawing number	Revision	Title
PT2901-100-01	00	GENERAL ARRANGEMENTS
PT2901-200-19	00	TANK PLAN
PT2901-200-13		SHELL EXPANSION
PT2901-100-02		LINES PLAN
PT2901-700-01		PROP SHAFT LINE ASSEMBLY

SECTION 2

6 Management and start up

6.1 Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	As and when required	<i>Employer's</i> office and the <i>Contractor's</i> Office	Project Manager, Planner, Quantity Surveyor, Supervisor, Senior Manager Fleet and Contractor (appropriate key persons)
Overall contract progress and feedback	Bi-Weekly	<i>Employer's</i> office and the <i>Contractor's</i> Office	Project Manager, Planner, Quantity Surveyor, Supervisor, Senior Manager Fleet and Contractor (appropriate key persons)
SHE meeting	Once a Month	<i>Employer's</i> office and the <i>Contractor's</i> Office	CSHEO, Contractor and the Supervisor

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

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

6.2 Documentation Control

6.2.1 All electronic/Email communication to be copied to this address: [TNPA_DocControl Group Mailbox](#). The *Contractor* documentation 'Starter Kit' will be issued at the kick-off meeting following award. The project number shall be indicated on the subject line for all correspondence with EMPLOYER. All correspondence between the *Contractor* and EMPLOYER shall be directed to the *Project Manager*.

6.2.2 In undertaking the '*Works*' the Project Management Office filing system will be utilized for the control of all relevant documentation. All document will be delivered via document control with a proof of transmittal. Copies of all correspondence, specifications and drawings, contracts and agreements, data sheets, minutes of meetings, *Employers agent* instructions, invoices and payment certificates, access certificates, quality and any variations, (compensation events or project change notices) will be filed and archived in the project folder by the Doc Controller. A document register will also be developed to capture incoming and outgoing documents. All documents issued to 3rd Party contractors and to the *Employer* must be submitted through the *Employer's* Document Control Department. The *Employer* shall distribute documentation via Document control with transmittal slip/note; the *Contractor* should always acknowledge receipt of documentation by signing the transmittal and return to *Employer's* Document control.

6.2.3 The *Contractor* is to ensure that the latest versions of the required application software and a suitable 'IT' Infrastructure are in place to support the electronic transmission of documentation.

6.3 Safety risk management

6.3.1 The *Contractor* shall comply with the requirements of the Occupational & Safety Act of 1993, NEMA and environmental legislations and applicable regulations as well as Compensation for Occupational Injuries, Diseases Act 130 of 1993 and COVID 19 and National Disaster Management Act 57 of 2002. The safety specification will be issued with the tender documents, returnable safety file will include risk, health, and safety plans.

6.3.2 *Contractor's* requirements for Health, Safety and Environment

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

6.3.3 The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health, Safety and environmental laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements.

6.3.4 The Contractor must comply and is responsible for ensuring that all of its Sub-Contractors comply with the relevant legislation(s) and statutory regulations for health, safety and environmental, the Transnet Health, Safety and environmental requirements included in the Contract and other document pertaining to health, safety and environmental contained in the Programme Health, Safety and Environmental Management System and include standards, policies, procedures, guidelines and safe work instructions, risk assessments and Health, Safety and environmental plans and environmental legislations as required.

6.3.5 The *Contractor* complies with the following SMP:

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

6.3.6 The *Contractor* must initiate and maintain safety precautions and programs to conform to all applicable Health, Safety and environmental laws or other requirements, including requirements of any applicable government instrumentality and client corporate, business unit and site requirements.

6.3.7 The *Contractor* must comply and is responsible for ensuring that all of its *Sub-Contractors* comply with the relevant legislation(s) and statutory regulations for health, safety and environmental, the Transnet Health, Safety and environmental requirements included in the Contract and other document pertaining to health, safety and environmental contained in the Programme Health, Safety and Environmental Management System and include standards, policies, procedures, guidelines and safe work instructions, risk assessments and Health, Safety and environmental plans and environmental legislations as required.

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

6.3.9 The *Contractor* performs the *works* having due regard to the HSSP.

6.3.10 The HSSP will be sent with the *Works Information* NEC Part C3 tender document, refer to the attached SHE specification

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



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

6.3.12 The *Contractor* makes the SHE management plan available to its employees and Subcontractors in the *language of this contract* and other local languages as required

6.3.13 The *Contractor* completes a DSTI prior to carrying out any operation on the Site and/or Working Area to the approval of *Project Manager* or other named person acting on his behalf

6.3.14 The lines of communication of the various personnel under the *Project Manager* who communicate directly with the *Contractor* and his key persons with respect to the SMP are contained within

6.3.15 The roles and responsibilities of the various personnel under the *Project Manager* with respect to the SMP and health and safety issues are as stated in the following table:

Roles and Responsibilities	
<i>Project Manager</i>	<ul style="list-style-type: none"> • Oversee the execution of deliverables • CM will manage the risks originating from the project respective activities. • Guiding the <i>Contractor</i> to ensure all works conform to EMPLOYER safety processes and systems • Convening of Progress, Risk, Early Warning and other site issues
<i>Employer's Engineer</i>	<ul style="list-style-type: none"> • Oversee the quality management plan • Ensures that the <i>Contractor</i> complies with the Specification and attends health and safety risk mitigation meetings
Risk Control Officer	<ul style="list-style-type: none"> • Ensures that the <i>Contractor</i> complies with all health and safety regulations • Attend risks meeting during the progress of the project
<i>Supervisor</i>	<ul style="list-style-type: none"> • Ensures that the <i>Contractor</i> complies with the Specification and attends health and safety risk mitigation meetings
Environmental Officer	<ul style="list-style-type: none"> • Ensures that the Contractor complies with all environmental regulations and legislations <p>Attend risks meeting during the progress of the project</p>

6.4 Environmental constraints and management

- 6.4.1 The *Contractor* performs the *works* and all construction activities within the Site and Working Areas having due regard to the environment and to environmental management practices as more particularly described within the SHE specification attached.
- 6.4.2 The SHE specification describes the minimal acceptable standard for environmental management for a range of environmental aspects commonly encountered on construction projects and sets environmental objectives and targets, which the *Contractor* observes and complies.
- 6.4.3 The overarching obligations of the *Contractor* under the SHE specification before construction activities commence on the Site and/or Working Areas is to provide an environmental method statement for a particular construction operation at the Site and/or Working Area by the *Contractor*.
- 6.4.4 Where relevant, method statements, as detailed in the SHE specification, shall be provided by the *Contractor*. These include, but are not limited to, the following where applicable:
- Establishment of storage area
 - Hazardous and non-hazardous solid waste management
 - Dust control
 - Noise and vibration control
 - Environmental awareness training
 - Emergency procedures for environmental incidents
 - *Contractor's* SHE Officer
- 6.4.5 The *Contractor* to ensure monitoring of environmental issues e.g. litter, spills, illegal activities, fence patrol, dust etc.
- 6.4.6 During the construction period, the *Contractor* complies with the following:
- A copy of SHE plan shall be available on Site, and the *Contractor* shall ensure that all the personnel on Site (including *Subcontractors* and their staff) as well as suppliers are familiar with and understand the specifications contained in the SHE plan.
 - Environmental Management Plan must be submitted and approved at least 20 days prior to the proposed commencement of the activity.
 - Where applicable, the *Contractor* shall provide job-specific training on an *ad hoc* basis when workers are engaged in activities..
 - The *Contractor* shall ensure that any Materials delivery drivers are informed of all procedures and restrictions (e.g. which access roads to use, no go areas, speed limits, noise, etc) required by the SHE specification before they arrive at Site and off load any Materials.
- 6.4.7 The *Contractor* shall clear and clean the Site and Working Areas and ensure that everything not forming part of the *works* is removed from the Site and Working Areas and that all rehabilitation has taken place in accordance with the SHE plan.
- 6.4.8 The *Contractor* makes copies of the, SHE plan available at the offices of the *Contractor* on Site. The *Contractor* ensures that all personnel on Site (including *Subcontractors*) are familiar with and understand the requirements of the SHE plan.

6.4.9 The *Contractor* complies with the following:

- The *Contractor* shall identify the kinds of environmental impacts that will occur as a result of his activities and then prepare separate Environmental Management Plans describing how each of those impacts will be prevented or managed so that the standards set out in this document are achieved.
- The lines of communication of the various personnel under the *Project Manager* who communicate to the *Contractor* and his keys persons with respect to the SHE plan are contained within Annexure D, see SHE specifications.
- The roles and responsibilities of the various personnel under the *Project Manager* with respect to environmental issues are stated in the paragraph 6.3.11 of the *Works information*.
- The *Project Manager* specific tasks as per SHE specification refer to 6.3 of the *Works Information*.
- The *Contractor* complies with the SHE specifications. The *Contractor* abides by the instructions of the *Project Manager* regarding the implementation of the SHE specifications.

6.5 Quality assurance requirements

- 6.5.1 The *Contractor* shall have, maintain and demonstrate its use to the *Project Manager* the documented Quality Management System to be used in the performance of the *works*. The *Contractor's* Quality Management System shall conform to International Standard ISO 9001 (or an equivalent standard acceptable to the *Project Manager*).
- 6.5.2 The *Contractor* submits his Quality Management System documents to the *Project Manager* as part of his programme under ECC Clause 31.2 to include details of:
- Quality Plan for the contract;
 - Quality Policy
 - Index of Procedures to be used; and
 - A schedule of internal and external audits during the contract
- 6.5.3 The *Contractor* develops and maintains a comprehensive register of documents that will be generated throughout the contract including all quality related documents as part of its Quality Plan.
- 6.5.4 The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.
- 6.5.5 The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works* meet the standards stated in the *Works Information*

6.6 Programming constraints

- 6.6.1 Management Level Schedule (Level 2) – which defines the major activities and interfaces between engineering, procurement, design, fabrication and execution, transportation, installation, pre-commissioning and commissioning. This is a high level summary schedule and is issued in the monthly progress report



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

6.6.2 The *Contractor* to develop a Project Level Schedule (Level 4) – which defines in detail the interfaces between the different project disciplines. This schedule to be issued on a day-to-day basis for guiding the project team as to what must be done and by when. For this purpose a four (4) week look ahead report will be issued on a weekly basis

6.6.3 The *Contractor* to develop a fabrication Schedules – Each of the equipment vendors will produce a detailed fabrication schedule. The Project Planner will approve this schedule. Progress will be reported on a weekly basis by the vendor. The Project Planner will then update the Project Schedule with the progress per activity.

6.6.4 The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of [state further details as required. I anticipate paragraph 6.3 Health Safety and Environmental issues need to be highlighted on the programme and potentially paragraph 7 procurement issues. Hopefully it is obvious that the *Contractor* has to show delivery and installation (paragraph 5) operations on the programme, but the *Project Manager* might require various mandatory statements (e.g.) in relation to Equipment manufacturing and/or assembly / dismantling].

6.6.5 EMPLOYER employees and other *Contractors* operate on Site during normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday excluding public holidays and December builder's break.

The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of the SHE specifications and Quality Management Plans as described under paragraph 2.4 of the Works Information, together with the associated environmental Management Plans.

The *Contractor* shows on each programme he submits to the *Project Manager*, the requirements of [state further details as required. I anticipate paragraph 6.3 Health Safety and Environmental issues need to be highlighted on the programme, and potentially paragraph 7 procurement issues. Hopefully it is obvious that the Contractor has to show construction (paragraph 5) operations on the programme, but the Project Manager might require various mandatory statements (e.g.) in relation to Equipment design and/or assembly / dismantling].

The *Contractor* complies with the *Employer's* programme when he submits his first programme.

6.6.6 The *Employer's* Level 3 programme will be made available.

The *Contractor* presents his first programme and all subsequently revised programmes in hard copy format printed in full colour in A3 size and in soft copy 'Native' format with activity layout files (Note that PDF soft copy versions are not acceptable). Within seven days of award of contract, the *Contractor* submits his Level 4 Programme to the *Project Manager* for acceptance, together with the associated works method statements and a supporting Basis of Schedule document.

The *Contractor* uses Primavera version 8.2 for his programme submissions or Ms Project 2013, a programme software package equivalent to Primavera version 8.2 or Ms Project 2013 subject to the prior written notification and acceptance by the *Project Manager*.

The *Contractor* shows on his Accepted Programme and all subsequently revised programmes schedules showing the critical path or paths and all necessary logic diagrams demonstrating sequence of operations.

The *Contractor's* programme shows duration of operations in working days, normal working hours at the Port of Richards Bay are from 08:00 to 16:30, Monday to Friday excluding public holidays and December builder's break

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
- A narrative status report, which includes precise details status and performance of operations on the Site and Working Areas; status and performance of operations outside the Working Areas; manpower histograms; S-curve of overall progress; critical action items (top 10) and deviations from the Accepted Programme and action plan to rectify

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

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

6.6.9 The *Contractor's* weekly programme narrative report includes:

- Level 4 Project Schedule – showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- 4-week Look ahead Schedule - showing two separate bars for each task i.e. the primary bar must reflect the current forecast dates and the secondary bar the latest Accepted programme.
- Manpower Histogram – reflecting actual, forecasted and planned activities
- S-curves – reflecting the actual percentage complete versus the planned percentage for the overall contract utilising the earned values as calculated by the detailed progress report.

6.7 Contractor's management, supervision and key people

In a case of a Joint Venture, the main *Contractor* to provide the Organogram showing his people and their lines of authority/communication.

6.7.1 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works* Information.

6.7.2 The CSHEO reports to the SHEC on the Site. The CSHEO ensures that the *works* (to include any part thereof) are subject to a prior environmental Management Plan approved by the Environmental Officer/Manager and ensures that the SHE plan is implemented by the *Contractor* in a timely and proper manner. The SCHEO provides the *Project Manager* with all environmental Management Plan.

6.7.3 The CSHEO tasks are:

Daily, weekly and monthly inspections of the Site and Working Areas [state specific distinguishing requirements per period].

Monitor compliance with the SHE specifications and the environmental Management Plan submitted to the *Project Manager*

- Reporting of an environmental incident [define further, consult with Environment Dept.] to the *Project Manager*
- Attendance at all SHE meetings, toolbox talks and induction programmes
- Litter control and ensuring the *Contractor* clears litter from the Site and Working Areas; and
- Ensuring that environmental signage and barriers are correctly placed [this is superfluous unless specific *Contractor* obligations explain signs and barriers placement under the SHE specification.

The CSHEO submits daily, weekly and monthly to the SHEC.

- 6.7.4 The *Contractor* provides an Organogram of all his key people (both as required by the *Employer* and as independently stated by the *Contractor* under Contract Data Part Two) and how such key people communicate with the *Project Manager* and the Supervisor and their delegates all as stated at paragraph 6.5 of C3.1 *Employer's Works Information*.

6.8 Training workshops and technology transfer

Tenderers shall allow their tender for crew familiarisation, to train/familiarise on site at least 5 crew members per tug, as nominated by the User (Client) from his own operating personnel. The training shall follow the following guidelines as listed below:

- The training shall be done on all items of Plant procured as well as any installed Plant and systems. All consumables required for the training shall be provided by the *Contractor* and shall be priced for.
- During this period, the personnel shall be made fully conversant with the operation of, and daily maintenance required for, each item of the tug
- The training shall be of such a standard that will enable the Client to carry out his own in-house training of other personnel.
- The training course shall start only after first take-over inspection of the system.
- The training course shall be carried out in the language medium as chosen by the Client.
- The Operating Manual of the contract shall include a full description of the contents of the training course.

- 6.8.1 The *Contractor* to transfer the designs technology documents used on the development of the equipment and provide simulation software to assist the *Employer* for operating the equipment and fault finding.

- 6.8.2 The *Contractor* arranges for the following technology transfer to the Employer:

- The Contractor to transfer the designs technology documents used on the development of the equipment and provide simulation software to assist the Employer for operating the equipment and fault finding.
- The Contractor shall provide equipment certificates and warranty certificates for all equipment supplied under this contract.
- The Contractor to maintain and demonstrate equipment's use to the Project Manager, Employer Engineer and Fire officials. The Contractor to submit the Quality Management Plan to the Employer for review and acceptance. The documented Quality Management System to be used in the manufacture of the goods.

The *Contractor* to comply with the requirements of Quality Management Plan.

6.9 Insurance provided by the Employer

6.9.1 Insurance provided by the *Employer* is contained in the Contract Data – Part 1.

6.10 Contract change management

6.10.1 No additional requirements apply to ECC Clause 60 series.

6.11 Provision of bonds and guarantees

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

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

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

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

6.12.1 The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design
- Site instructions records
- Daily site events records
- SHE File
- SHE Management System performance

6.13 The *Contractor's* Invoices

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

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

6.13.3 The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number

The invoice contains the supporting detail i.e. proof of service delivery .

6.13.4 The invoice is presented either by post or by hand delivery.

6.13.5 Invoices submitted by post are addressed to:

Transnet National Ports Authority

P O Box 612054

Bluewater Bay

South Africa 6212

T +27 41 507 8210

For the attention of **Luvuyo Jekwa**

Invoices submitted by hand are presented to:

**Transnet National Ports Authority
eMendi Administration Building**

N2 Neptune Road

Off Klub Road

Port of Ngqura

Port Elizabeth

6100

For the attention of **Motsamai Mohoalali**

The invoice is presented as an original.

6.14 People

6.14.1 Minimum requirements of people employed on the Site

The *Contractor* to have legitimate documentation for his/her employees in line with labour relations requirements.

6.15 CONTRACTOR LIABILITY

6.15.1 The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts or any labour disputes by and/or confined to the *Contractor's* employees, which loss will include any indirect or consequential damages;

6.15.2 The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.

6.15.3 The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

6.15.4 The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act which deal with industrial action processes, and the risks of non-compliance.

6.15.5 The *Contractor* is required to develop a Contingency Strike Handling Plan, which plan the *Contractor* is obliged to update on a three-monthly basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible to communicate with its employees on site details of the plan.

6.16 INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

6.16.1 In the event of any industrial action by the *Contractor's* employees, the *Contractor* is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

6.16.2 The *Contractor* warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.

6.16.3 In the event of any industrial action by the *Contractor's* employees, the Contractor is obliged:

- To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action an Industrial Action Report. If the industrial action persists the Contractor is required to deliver the report at 8h30 each day.

6.16.4 The Industrial Action Report must provide at least the following information:

- Industrial incident report,
- Attendance register,
- Productivity / progress to schedule reports,
- Operational contingency plan,
- Site security report,
- Industrial action intelligence gathered.

6.16.5 The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

6.16.6 The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues and the impact on delivery under the contract.

6.16.7 The resolution of any disputes or industrial action by the *Contractor's* employees is the sole responsibility of the *Contractor*.

6.16.8 Access to Transnet premises by the *Contractor* and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services Transnet is entitled to restrict or deny access onto its premises and unless otherwise authorized; such person will deemed to be trespassing.

6.17 Plant and Materials

6.17.1 Quality

6.17.2 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

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

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

6.17.5 Plant & Materials provided "free issue" by the *Employer*

None

6.17.6 All materials and equipment used for the installations shall be new and undamaged. The *Contractor* shall, if requested by the Project Manager, provide samples of material and tools for approval. If judged necessary by the *Project Manager*, such samples may only be returned after the completion of the installation, in order to ensure that the quality of the installed product is the same as that of the approved sample

6.17.7 Material for which an SANS specification exists, shall be in accordance with such a specification, and shall bear the SANS mark.

6.17.8 All fire protection Plant used shall originate from *Contractor* which have been certified in accordance with SANS standards and or ISO 9001 (ISO 9001) and ISO 9002 (ISO 9002) guidelines for Quality assurance. The tenderers shall provide copies of accredited Safety Management System certificates of approval with their tenders. Plant designed to BS 5446, Fire systems for residential premises, or similar other standards, are not acceptable.

6.17.9 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the *works*. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.

6.17.10 The *Contractor* provides Plant and Materials for inclusion in the *works* in accordance with SANS 1200A sub-paragraph 2.1, unless otherwise stated elsewhere in the *Works Information* provided by the *Employer*. All Plant and Materials are new, unless the use of old or refurbished goods and/or Materials are expressly permitted as stated elsewhere in this *Works Information* or as may be subsequently instructed by the *Project Manager*.

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

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



Transnet National Ports Authority

Tender Number: TNPA/2024/03/0036/59996/RFP

Tender Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize, and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

6.17.13 Plant & Materials provided “free issue” by the *Employer*

N/A

6.17.14 The *Employer* provides the following Plant and Materials for the *Contractor* to use in the works:

N/A

6.17.15 The Plant and Materials provided by the *Employer* are solely at the risk of the *Contractor* for inclusion in the works. The *Contractor* takes responsibility for ensuring the Plant and Materials do not contain a Defect(s) and are in compliance with the standards stated elsewhere in the *Works Information*.

N/A

6.17.16 The *Contractor* takes receipt of the Plant and Materials from the *Employer* in accordance with the following procedure:

N/A

6.17.17 The *Contractor* provides all other Plant and Materials necessary for the works not specifically stated to be provided “free issue” by the *Employer*.

6.17.18 *Contractor's* procurement of Plant and Materials

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

The *Contractor* must acquaint themselves with local site conditions such as access area available on site, type of ground, storage, transport, loading and unloading facilities needed, as no claims by the *Contractor*, which may arise from ignorance of the site conditions, shall be considered.

6.18 Constraints at the Delivery Place

6.18.1 Entry to all three Ports is via security controlled gates, all personnel entering and leaving the Port must have identification. All personnel, other than temporary visitors, should be provided with Transnet identity cards, which must be worn visibly at all times. A person working only for a short period or very few times during a year will not be issued with a Transnet identity card.

No identity cards will be issued until the *Contractor* has been appointed and the contract has been registered with Transnet

Identity cards are issued by Transnet National Ports Authority (*Employer*) security at each Port during normal working hours on weekdays only.

6.18.2 Ordering of Plant and Materials

The *Contractor* shall be responsible to ensure that the project programme is adhered to and that no delays are caused by late deliveries of Plant and materials. All other activities which must proceed placing of orders must be taken into account when the *Contractor* schedules his activities.

6.18.3 Storage of Materials and Plant

The *Contractor* shall be responsible for the proper storage of all materials and Plant on site to ensure protection against the elements, damage by impact, dirt, builder's rubble dust theft etc.



Transnet National Ports Authority

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6.18.4 Protection of the Works

The *Contractor* shall programme his work to avoid damage by other Trades and shall be responsible for protection of the works against such damage until handover to the Client.

6.18.5 Accessibility

The *Contractor* shall plan suitable accessibility for thermometers, gauges, controls, dampers and other devices, which require reading adjustment, inspection, repair removal or replacement.

The *Contractor* shall design all systems and plant positioning to enable ease of maintenance or repair and provide sufficient space for removal or replacement of plant if required.

6.18.6 Weather Proofing

All outdoor Plant shall be weatherproof and corrosion resistant including minor items such as screws fixers, brackets, etc. The IP rating for waterproofing of all Plant must be accepted by the *Engineer* and should adhere to relevant SANS standards.

The *Contractor* to provide manufacturers certificates stating country of origin, tests carried out by manufacturer, requirements for labels, signage, component name plates, instruction sheets, shipping marks, software codes where applicable

The *Contractor* to state how a shipment (especially for Plant and Materials from outside RSA) is to be unloaded at Site, opened and checked for damage in transit. The *Contractor* to state if there is a damage and a report of such must be counter-signed by the *Project Manager* and *Contractor* to the *Contractor's* insurance broker (see notes at Contract Data - Part One) with copies to the *Project Manager* and the *Employer*.

6.18.7 Spares and consumables

The *Contractor* to identify and provide a minimum critical spares and consumables for the equipment as part of the *Works*.

6.18.8 The *Contractor* provides the following spares and consumables to the *Employer*:

The *Contractor* to identify and provide a minimum critical spares and consumables for the equipment as part of the *Works*.

6.19 Tests and inspections before delivery

6.19.1 The *Contractor* submits to the Supervisor details to certify that tests and inspections have been carried out on Plant and Materials by others.

The *Contractor* must make allowance for conducting sea trials when the *Work* has been completed before handing over to the *Employer*.

The *Contractor* to provide the SABS approved certification for the equipment in terms of compliance to standards and regulations.

6.20 Marking Plant and Materials outside the Working Areas

6.20.1 The Contractor prepares and marks the goods if payment is made before supply with 'Property of Transnet SOC Ltd' and the Contract number.

6.20.2 Goods are to be clearly and indelibly marked using hard stamping, or security tags. The Contractor provides designated areas sealed off from the rest of the manufacturer's production run in which to store goods that are complete and awaiting delivery to site.

6.20.3 The Contractor prepares and marks items of Plant and Materials outside the Working Areas with hard stamping, or security tags. The Contractor provides designated areas sealed off from the rest of the manufacturer's production run in which to store goods that are complete and awaiting delivery to site.

6.20.4 The *Contractor* is obliged to take photos as proof of marking and send to the *Employer*.

6.21 Contractor's Equipment (including temporary works).

6.21.1 The *Contractor* provides the *Project Manager* with details of all the temporary *Works* to be done for execution of the *Works* i.e. scaffolding is considered temporary.

6.22 Preparation of post Completion contracts

6.22.1 The *Contractor* may be required to assist with the preparation of a post Completion NEC3 Term Service Contract as part of his obligations under this contract in order to assure continuity into the operational phase.

6.22.2 The *Contractor* provides the following assistance to the *Employer* post Completion:

- Maintenance Scope of work
- Tools and equipment to execute maintenance
- List of spare equipment
- Maintenance schedule for all newly installed equipment's
- Warranties for all new equipment
- Test certificates

SECTION 3

C3.2 CONTRACTOR'S WORKS INFORMATION

The *Contractor* submits with his tender full technical drawings, details and specifications for all equipment and systems required for the works. These details shall include manufacturing, erection and application details where applicable, performance characteristics as well as any applicable warranties and guarantees.

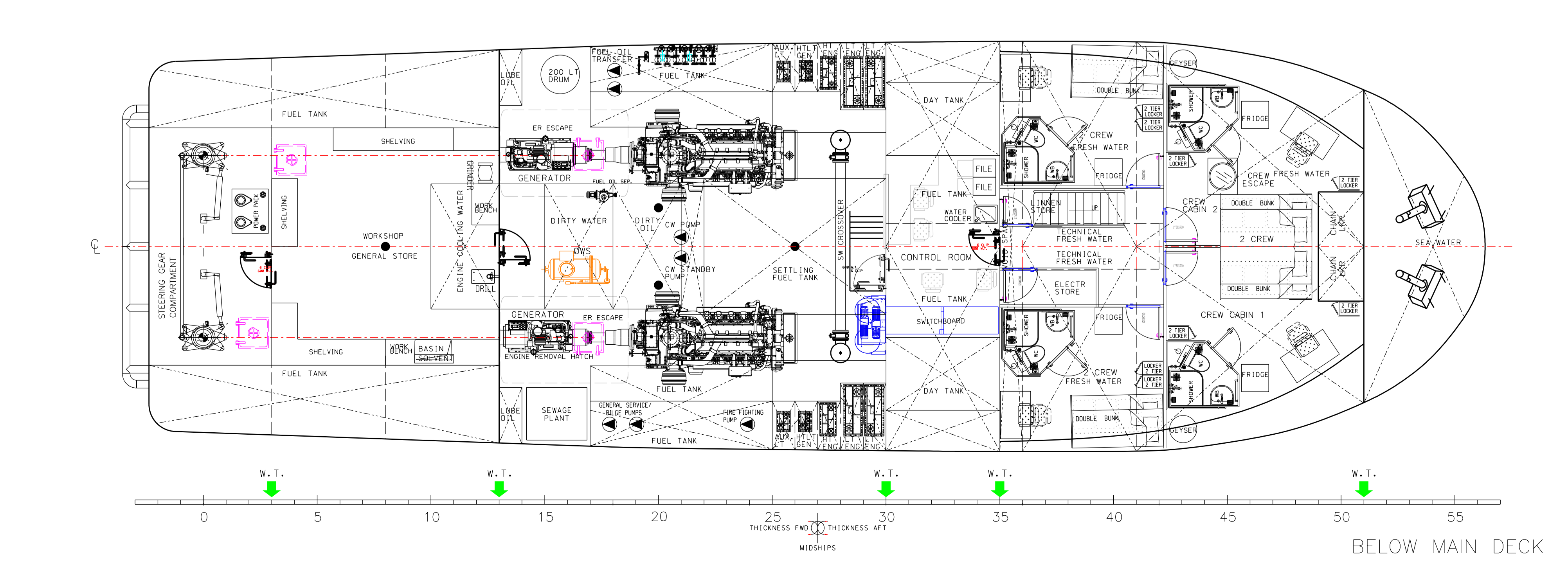
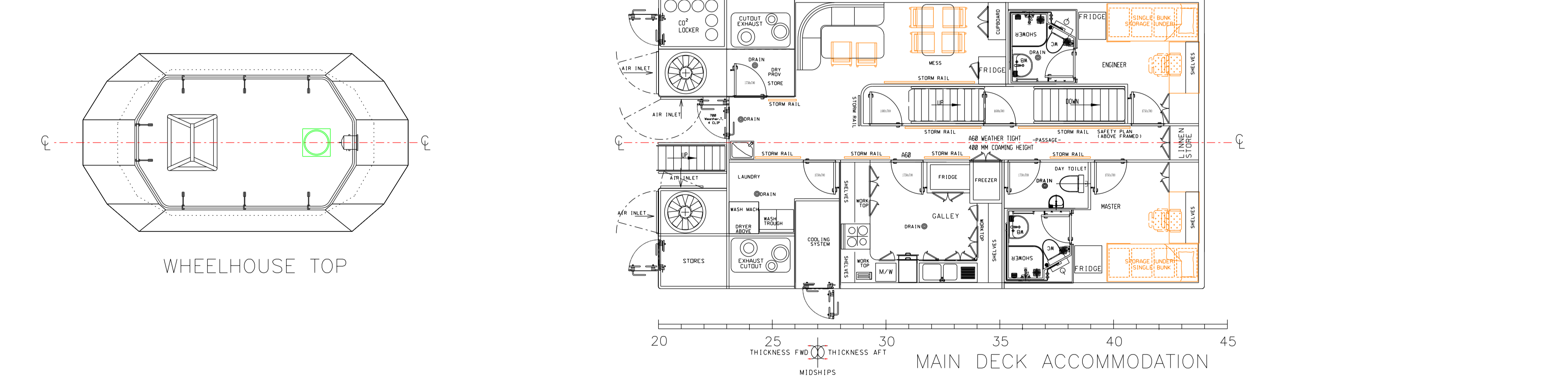
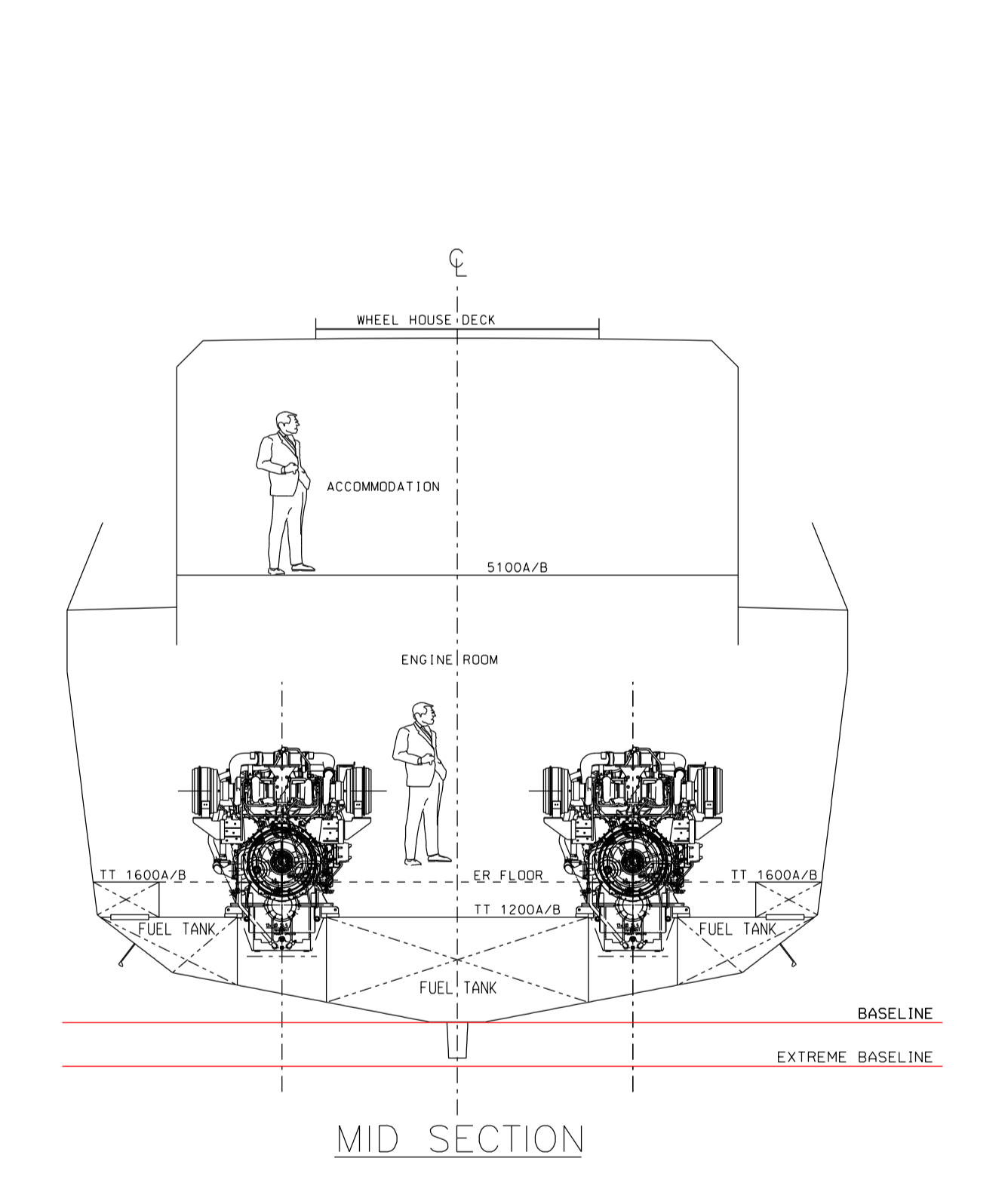
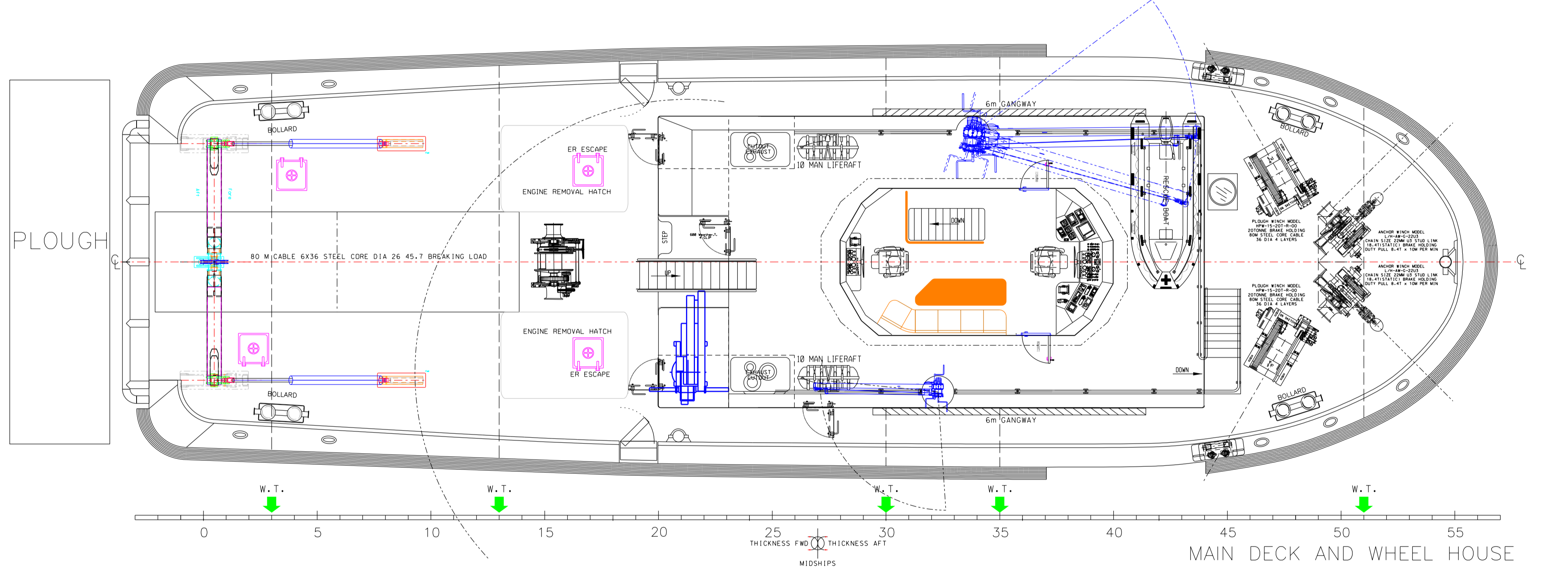
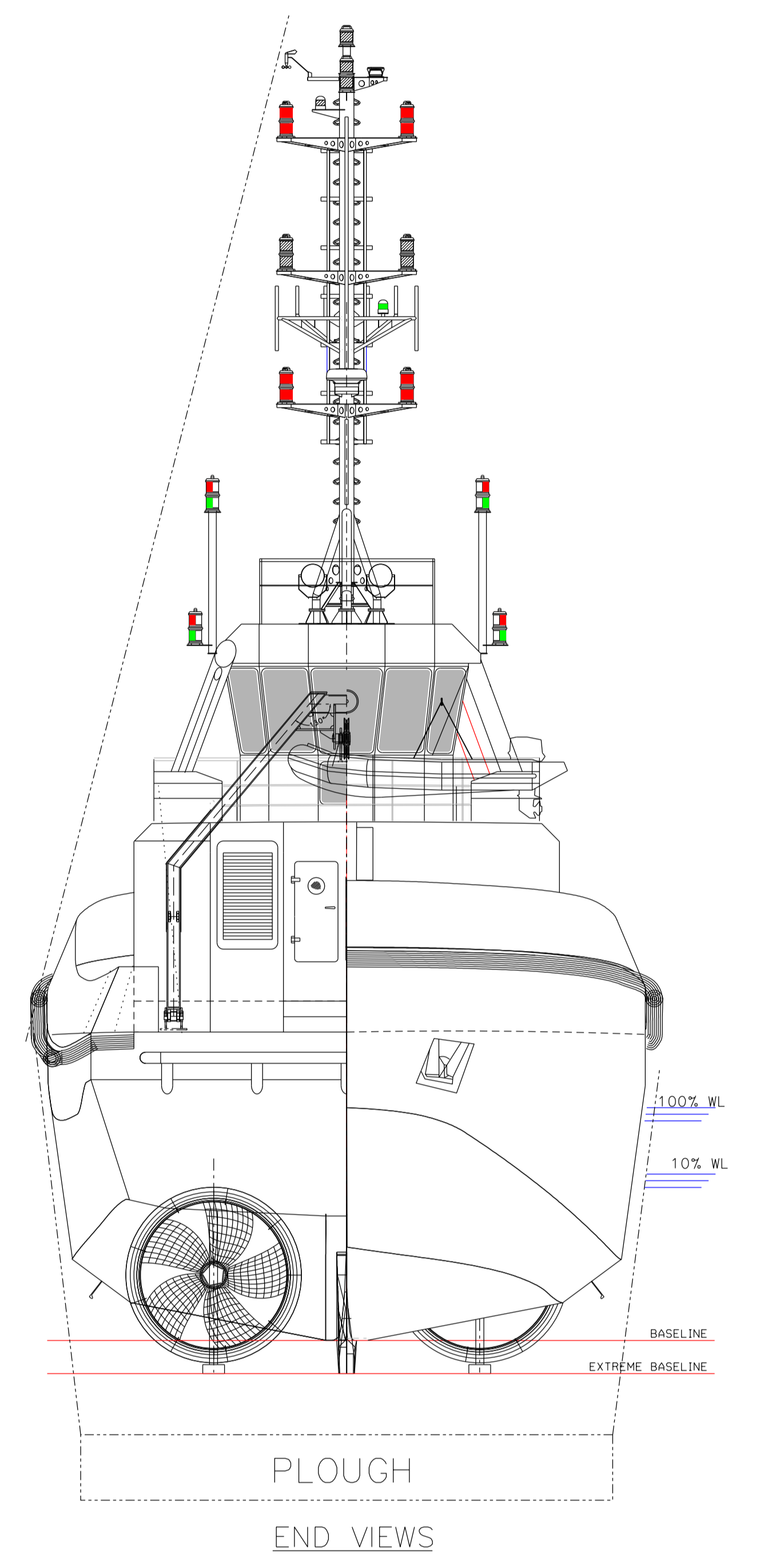
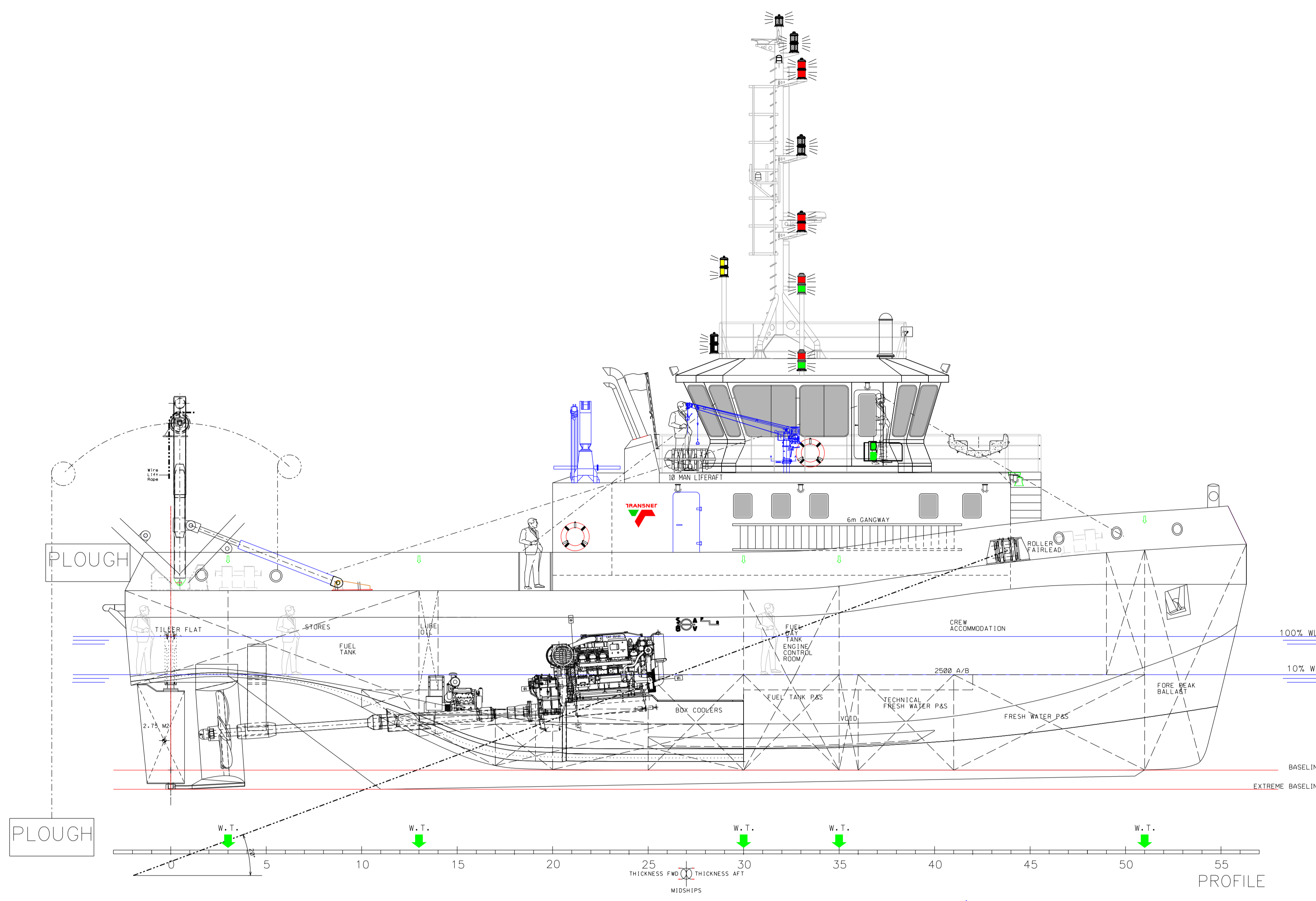
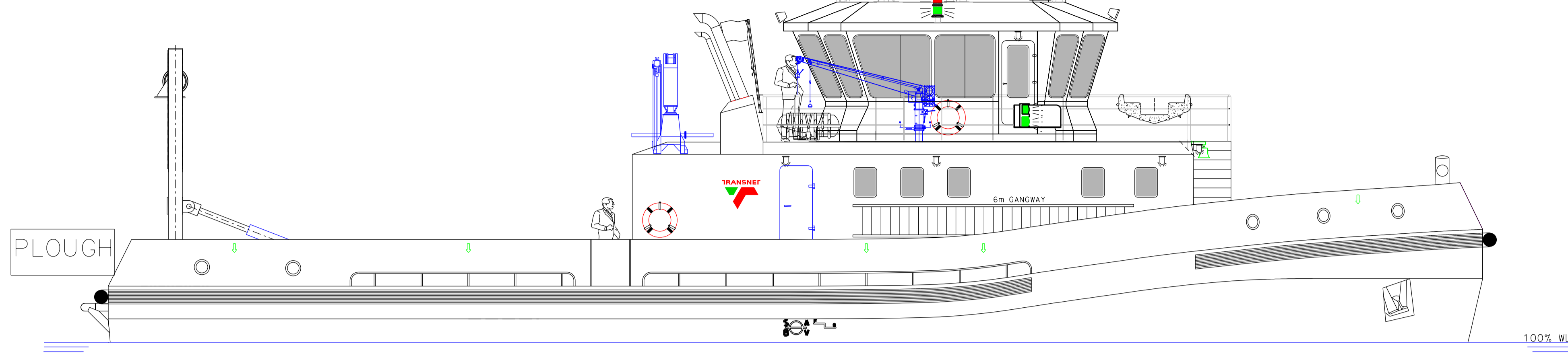
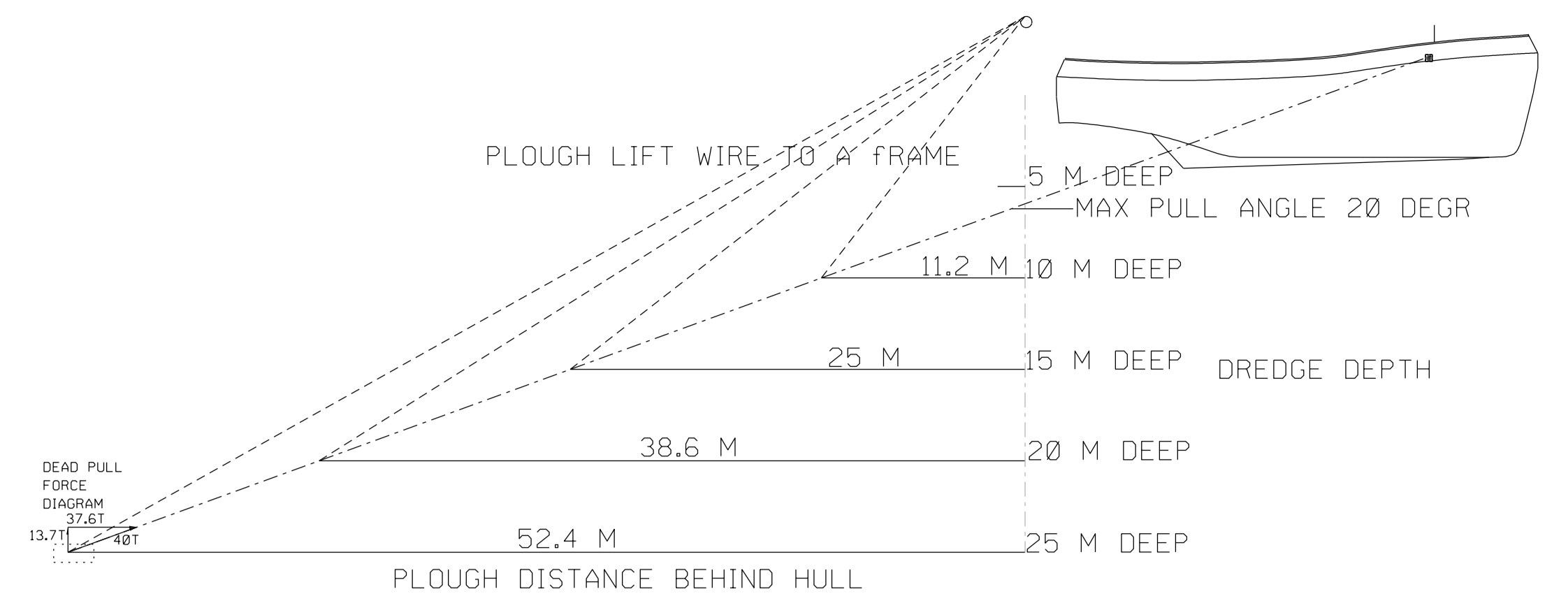
The *Contractors* works shall include for, but not limited to:

- Procurement, Complete Construction, Build, Assemble, Commission, Deliver and Operationalize tugboat located in the Port of Port Elizabeth to Operate Within the Transnet Ports subsequent maintenance as per the NEC-3 Contract

MAIN PARTICULARS

LENGTH O.A. 29.30m
 LENGTH P.P. 27.85m
 BREADTH MLD. 9.0m
 DEPTH MLD. 4.7m
 DRAFT HULL approx 3.5m FULL
 DRAFT KEEL AFT approx 4.0m FULL
 FRAME SPACING 0.5m
 BOLLARD PULL 40TONNE
 PROPULSION 2 X CAT 3512 C A RATED
 1350 KWATT @ 1600 RPM
 CREW COMPLEMENT 10 CREW
 SPEED 11 KNOTS
 FUEL DIESEL 120 TONNE
 FRESH WATER 59 TONNE
 TECHNICAL F WATER 40 TONNE
 LUBE OIL 2.7 TONNE
 WATER BALLAST 38 TONNE

PLOUGH DEPLOYMENT DIAGRAMME



Bureau Veritas Marine & Offshore
 Section 348502
 VU
 Rotterdam, 12-20-2018
 (checked and signed)
 The party approval office

C	FW	27/07/17	TANKS, DAVIT & HULL 4.7m DEPTH		
B	RN	29/06/17	FUEL OIL TANKS REVISED		
A	FW	21/06/17	UPDATED TO LATEST REMARKS		
0	PCV	15/04/16	FIRST ISSUE		
REV.	NAME	DATE	DESCRIPTION	S.	SLR S. ENG
CONTRACT			TNPA 632		
SHIPYARD			TIDE MARINE SHIPYARD		
PROJECT			TNPA PLOUGH TUG		
YARD NO.			PT2901		

TIDE MARINE SHIPYARD

FTC Engineering (Pty) Ltd trading as TIDE MARINE SHIPYARD

10 ROTTERDAM ROAD
 BARKHUIS
 DUREN
 4031
 RSA

P.O. BOX 211017
 16017
 4036

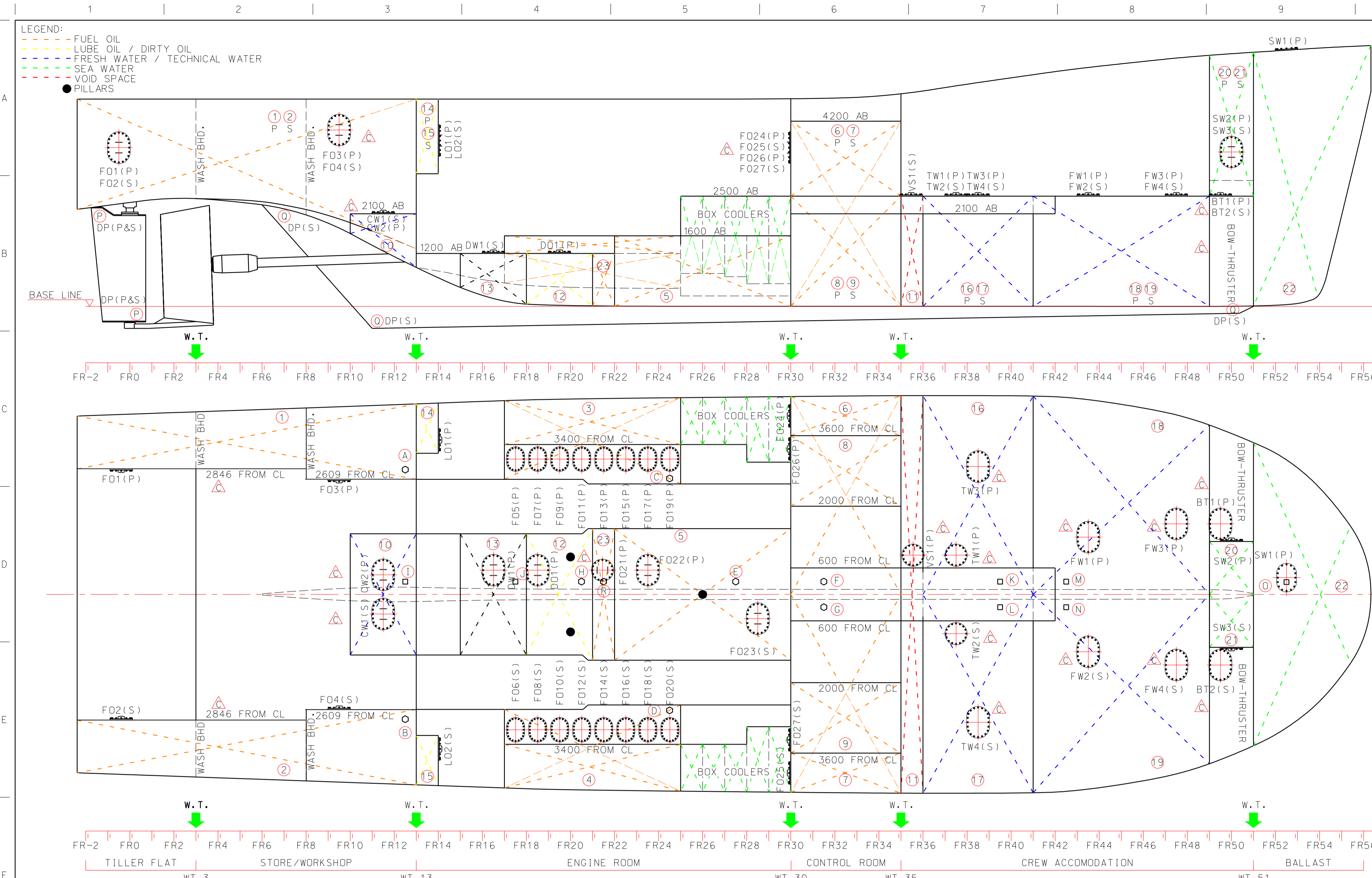
Naval Africa
 NAVAL ARCHITECTURE
 Civil & Engineering Services

TRANSNET
 National Parts Authority

TEL NO: +27 31 205 3745
 FAX NO: +27 31 205 2470
 WEBSITE: www.tidemarine.co.za

TITLE:
 PLOUGH TUG BOAT 2700 KW
 40 TONNE BP 11 KNOTS
 GENERAL ARRANGEMENT

DRAWING NO:	PT2901-100-01	SCALE:	NTS	SIZE:	A0
CAD REF:	PT2901-100-01-s1rC GENERAL ARRANGEMENT	DRAWN:	PCV	DATE:	15/04/16
SHEET 1			CHECKED:	DATE:	15/04/16
T.N.P.A. APPROVAL		T.M.S. APPROVAL		REV.	C



TANK LIST					
NO.	COMMODITY	CAPACITY (M3)	DENSITY (T/M3)	WEIGHT (TON)	POSITION
①	FUEL OIL	23.57	0.84	19.80	FR-2 TO FR13 (P)
②	FUEL OIL	23.57	0.84	19.80	FR-2 TO FR13 (S)
③	FUEL OIL	4.24	0.84	3.564	FR17 TO FR25 (P)
④	FUEL OIL	4.24	0.84	3.564	FR17 TO FR25 (S)
⑤	FUEL OIL	18.67	0.84	15.682	FR22 TO FR30 (MID)
⑥	FUEL OIL	24.9	0.84	20.93	FR30 TO FR35 (S)
⑦	FUEL OIL	24.9	0.84	20.93	FR30 TO FR35 (S)
⑧	FUEL OIL	6.8	0.84	5.712	FR30 TO FR35 (P)
⑨	FUEL OIL	6.8	0.84	5.712	FR30 TO FR35 (S)
⑩	CW TANK	3.39	1	3.39	FR10 TO FR13 (MID)
⑪	VOID	-	-	-	FR35 TO FR36 (MID)
⑫	DIRTY OIL	5	0.92	4.602	FR18 TO FR21 (MID)
⑬	DIRTY WATER	4.247	1	4.247	FR15 TO FR18 (MID)
⑭	LUBE OIL	0.915	0.92	0.842	FR13 TO FR14 (P)
⑮	LUBE OIL	0.915	0.92	0.842	FR13 TO FR14 (S)
⑯	TECH. WATER	20.31	1	20.31	FR36 TO FR41 (P)
⑰	TECH. WATER	20.31	1	20.31	FR36 TO FR41 (S)
⑱	FRESH WATER	25.76	1	25.76	FR41 TO FR49 (P)
⑲	FRESH WATER	25.76	1	25.76	FR41 TO FR49 (S)
⑳	CHAIN LOCKER	-	-	-	FR49 TO FR51 (P)
㉑	CHAIN LOCKER	-	-	-	FR49 TO FR51 (S)
㉒	SEA WATER	40.708	1	40.708	FR51 TO FR56 (MID)
㉓	FUEL OIL O/F	1.7	0.84	1.430	FR21 TO FR22 (MID)

DOCKING PLUGS					
NO.	COMMODITY	QUANTITY (EA)	TYPE (SQ/HEX)	POSITION (P/S)	POSITION (LONGITUDINAL)
(A)	FUEL OIL	1	HEX	2830MM P	250MM FWD. FR12
(B)	FUEL OIL	1	HEX	2830MM S	250MM FWD. FR12
(C)	FUEL OIL	1	HEX	2630MM P	250MM FWD. FR24
(D)	FUEL OIL	1	HEX	2630MM S	250MM FWD. FR24
(E)	FUEL OIL	1	HEX	290MM P	250MM FWD. FR27
(F)	FUEL OIL	1	HEX	290MM P	250MM FWD. FR31
(G)	FUEL OIL	1	HEX	290MM S	250MM FWD. FR31
(H)	DIRTY OIL	1	HEX	290MM P	250MM FWD. FR20
(I)	CW TANK	1	SQ	290MM P	250MM FWD. FR12
(J)	DIRTY WATER	1	SQ	290MM P	250MM FWD. FR17
(K)	TECH. WATER	1	SQ	290MM P	250MM FWD. FR39
(L)	TECH. WATER	1	SQ	290MM S	250MM FWD. FR39
(M)	FRESH WATER	1	SQ	290MM P	250MM FWD. FR42
(N)	FRESH WATER	1	SQ	290MM S	250MM FWD. FR42
(O)	SEA WATER	1	SQ	290MM P	250MM FWD. FR52
(P)	VOID(NOTE 3)	4	SQ	-	-
(Q)	VOID(NOTE 3)	3	SQ	-	-
(R)	DIRTY OIL	1	HEX	290MM P	250MM FWD. FR21

REFERENCES:
 PT2901-100-01-s1 GENERAL ARRANGEMENT
 PT2901-200-19-s3 MANHOLE DETAILS
 PT2901-200-19-s4 FLUSH MANHOLE DETAILS
 PT2901-200-05-s1 DOCKING PLUG DETAILS

REV.	NAME	DATE	DESCRIPTION	S. SLR	S. ENG
C	RVN	27/07/18	TW1, TW2, F021, VS1, L01, L02 REVISED TO BY COMMENTS. HANDLES REMOVED ON ALL FWD MANHOLES FOR FLOORING. F026, F027, F03, F04 MOVED. F028 AND F029 REMOVED. CW2, BT1, BT2 ADDED		
B	R.N.	01/08/17	LUBE OIL TANK REVISED		

CONTRACT: TNPA 632
 SHIPYARD: TIDE MARINE SHIPYARD
 PROJECT: TNPA PLOUGH TUG
 YARD NO.: PT2901

FUEL OIL TANKS MANHOLE POSITIONS					
NO.	TYPE	HANDLES	POSITION (P/S)	POSITION (LONGITUDINAL)	POSITION (ABOVE BASE)
F01	600X400	YES	2846MM P	250MM FWD. FR-1	3600MM
F02	600X400	YES	2846MM S	250MM FWD. FR-1	3600MM
F03	600X400	YES	2609MM P	250MM FWD. FR9	4000MM
F04	600X400	YES	2609MM S	250MM FWD. FR9	4000MM
F05	460X330	NO	3070MM P	250MM FWD. FR17	1200MM
F06	460X330	NO	3070MM S	250MM FWD. FR17	1200MM
F07	460X330	NO	3070MM P	250MM FWD. FR18	1200MM
F08	460X330	NO	3070MM S	250MM FWD. FR18	1200MM
F09	460X330	NO	3070MM P	250MM FWD. FR19	1200MM
F010	460X330	NO	3070MM S	250MM FWD. FR19	1200MM
F011	460X330	NO	3070MM P	250MM FWD. FR20	1200MM
F012	460X330	NO	3070MM S	250MM FWD. FR20	1200MM
F013	460X330	NO	3070MM P	250MM FWD. FR21	1200MM
F014	460X330	NO	3070MM S	250MM FWD. FR21	1200MM
F015	460X330	NO	3070MM P	250MM FWD. FR22	1200MM
F016	460X330	NO	3070MM S	250MM FWD. FR22	1200MM
F017	460X330	NO	3070MM P	250MM FWD. FR23	1200MM
F018	460X330	NO	3070MM S	250MM FWD. FR23	1200MM
F019	460X330	NO	3070MM P	250MM FWD. FR24	1200MM
F020	460X330	NO	3070MM S	250MM FWD. FR24	1200MM
F021	DIA. 400	YES	550MM P	225MM FWD. FR21	1200MM
F022	600X400	YES	550MM P	250MM FWD. FR23	1600MM
F023	600X400	YES	550MM S	250MM FWD. FR28	1600MM
F024	600X400	YES	4050MM P	FR30	3600MM
F025	600X400	YES	4050MM S	FR30	3600MM

FUEL OIL TANKS MANHOLE POSITIONS					
NO.	TYPE	HANDLES	POSITION (P/S)	POSITION (LONGITUDINAL)	POSITION (ABOVE BASE)
F026	600X400	YES	3300MM P	FR30	3600MM
F027	600X400	YES	3300MM S	FR30	3600MM

OIL TANKS MANHOLE POSITIONS					
NO.	TYPE	HANDLES	POSITION (P/S)	POSITION (LONGITUDINAL)	POSITION (ABOVE BASE)
L01	600X400	YES	3504MM P	FR14	3760MM
L02	600X400	YES	3504MM S	FR14	3760MM
DO1	600X400	YES	550MM P	255MM FWD. FR18	1200MM

WATER TANKS MANHOLE POSITIONS					
NO.	TYPE	HANDLES	POSITION (P/S)	POSITION (LONGITUDINAL)	POSITION (ABOVE BASE)
DW1	600X400	YES	550MM P	254MM FWD. FR16	1200MM
TW1	DIA. 400	NO	890MM P	250MM FWD. FR37	2500MM
TW2	DIA. 400	NO	890MM S	250MM FWD. FR37	2500MM
TW3	600X400	NO	2900MM P	250MM FWD. FR38	2500MM
TW4	600X400	NO	2900MM S	250MM FWD. FR38	2500MM
FW1	600X400	NO	1300MM P	250MM FWD. FR43	2500MM
FW2	600X400	NO	1300MM S	250MM FWD. FR43	2500MM
FW3	600X400	NO	1600MM P	250MM FWD. FR47	2500MM
FW4	600X400	NO	1600MM S	250MM FWD. FR47	2500MM
SW1	600X400	NO	380MM P	250MM FWD. FR52	3500MM
SW2	600X400	YES	1200MM P	FR50	3500MM
SW3	600X400	YES	1200MM P	FR50	3500MM
CW1	600X400	YES	445MM S	250MM FWD. FR11	2100MM
CW2	600X400	YES	445MM P	250MM FWD. FR11	2100MM
DW1	600X400	YES	550MM P	250MM FWD. FR16	1200MM

VOID TANK MANHOLE POSITION					
NO.	TYPE	HANDLES	POSITION (P/S)	POSITION (LONGITUDINAL)	POSITION (ABOVE BASE)
VS1	DIA. 400	NO	890MM P	275MM FWD. FR35	2500MM

ABBREVIATIONS:
 FO: FUEL OIL
 LO: LUBE OIL
 DO: DIRTY OIL
 FW: FRESH WATER
 TW: TECHNICAL WATER
 DW: DIRTY WATER
 BW: BLACK WATER
 CW: COOLING WATER
 VS: VOID SPACE
 WT: WATER TIGHT BULKHEAD
 DP: DRAIN PLUG
 HEX: HEXAGON DRAIN PLUG
 SQ: SQUARE DRAIN PLUG
 P: PORT
 S: STARBOARD
 O/F: OVERFLOW
 BT: BOW-THRUSTER

NOTES:
 1: FLUSH MANHOLES ON MAIN DECK TO HAVE STAINLESS STEEL STUDS.
 2: WARNING SIGN AT MANHOLES: "RISK OF ASPHYXIATION, TANK TO BE VENTED PROPERLY"
 3: SEE SKEG CONSTRUCTION DRAWING FOR POSITION.
 4: THE NAME OF THE RELEVANT TANK IS TO BE WELDED BY MEANS OF BEAD WELDS ADJACENT TO EACH DOCKING PLUG.

BOW-THRUSTER MANHOLE POSITIONS					
NO.	TYPE	HANDLES	POSITION (P/S)	POSITION (LONGITUDINAL)	POSITION (ABOVE BASE)
BT1	600X400	NO	1600MM P	250MM FWD. FR49	2500MM
BT2	600X400	NO	1600MM S	250MM FWD. FR49	2500MM

OIL TANKS MANHOLE POSITIONS					
NO.	TYPE	HANDLES	POSITION (P/S)	POSITION (LONGITUDINAL)	POSITION (ABOVE BASE)
DO1	600X400	YES	550MM P	250MM FWD. FR19	1200MM
L01	600X400	YES	3500MM P	FR14	3760MM
L02	600X400	YES	3500MM S	FR14	3760MM

Bureau Veritas Marine & Offshore
 Section 34263U.....
VU avec commentaires
 Rotterdam, 27-Sep-2018
 (Electronic document)
 The plan approval office

TIDE MARINE SHIPYARD
 FTC Engineering (Pty) Ltd trading as TIDE MARINE SHIPYARD

10 ROTTERDAM ROAD BAYHEAD DURBAN 4001 RSA P.O. BOX 211017 BLUFF 4036

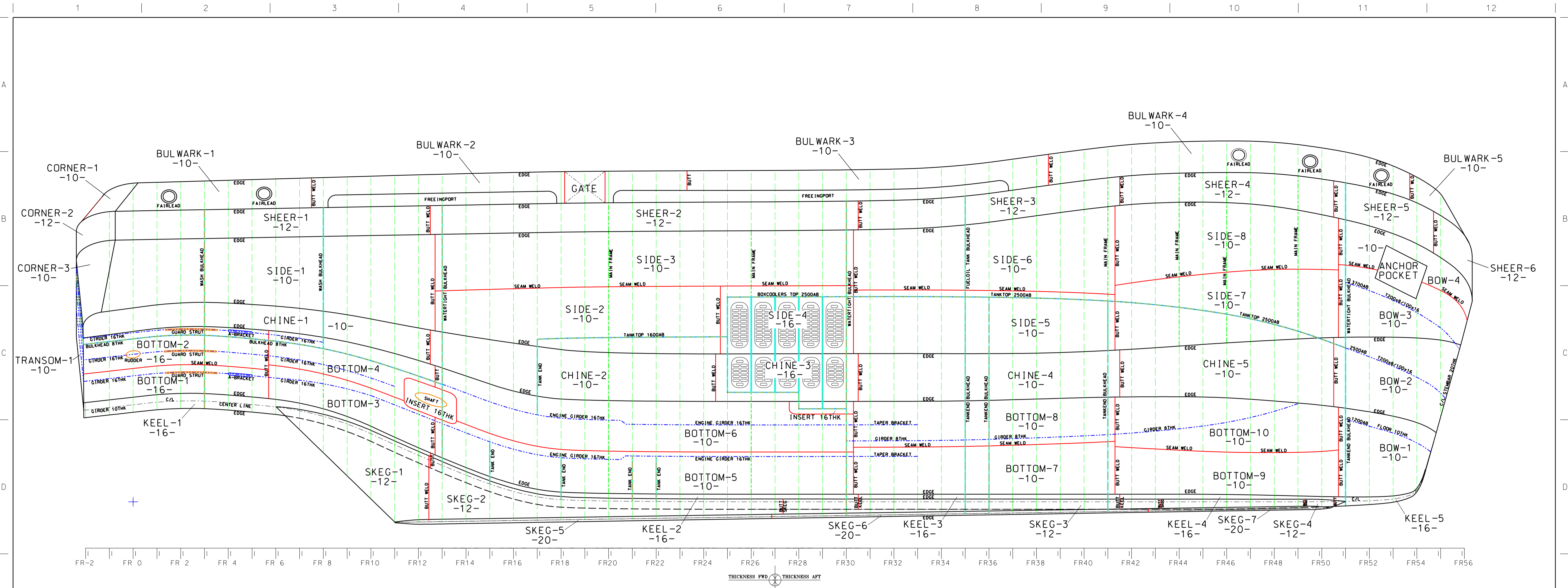
Naval Africa
 NAVAL ARCHITECTURE
 Ocean Engineering Services

TRANSNET
 National Ports Authority

TEL NO. +27 31 205 3747 FAX NO. +27 31 205 2470 WEBSITE: www.naval-africa.co.za

TITLE: **TANK PLAN**

DRAWING NO: PT2901-200-19	SCALE: 1:50	SIZE: A1
CAD REF: PT2901-200-19-s1rC TANK PLAN	DRAWN: R.N.	DATE: 22/05/17
SHEET 1	CHECKED: R.G.	DATE: 22/05/17
T.N.P.A. APPROVAL	T.M.S. APPROVAL	REV. C



SHELL EXPANSION
SHELL PLATING WITH BUTT & SEAM WELDS

- NOTES:
- 1) FRAME SPACING = 500mm
 - 2) ALL WELDING TO BV STANDARDS, SEE WELDING SCHEDULE PT2901-200-12-s1
 - 3) ALL PLATING TO BE GRADE-A
 - 4) SCANTLING OF HULL ARE RULE REQUIREMENT +10%


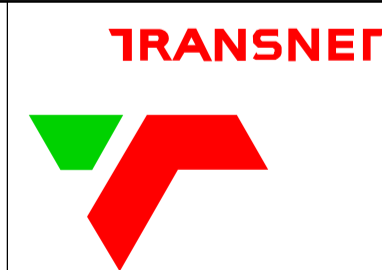
Bureau Veritas Marine & Offshore
Section 34282U
REVIEWED
only for parts concerning Classification, and as per contract.
Rotterdam, 12-Jan-2018
(Electronic document)
The plan approval office

0	RG	13/09/17	FIRST ISSUE		
REV.	NAME	DATE	DESCRIPTION	S. SLR	S. ENG
CONTRACT		TNPA 632			
SHIPYARD		TIDE MARINE SHIPYARD			
PROJECT		TNPA PLOUGH TUG			
YARD NO.		PT2901			

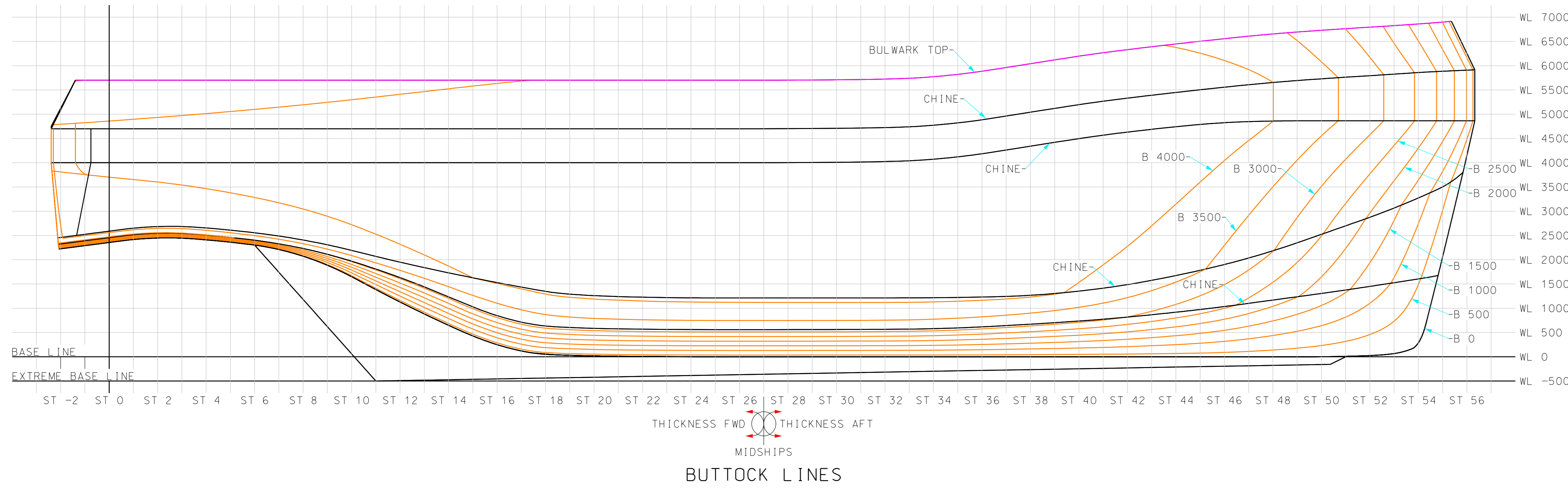
TIDE MARINE SHIPYARD



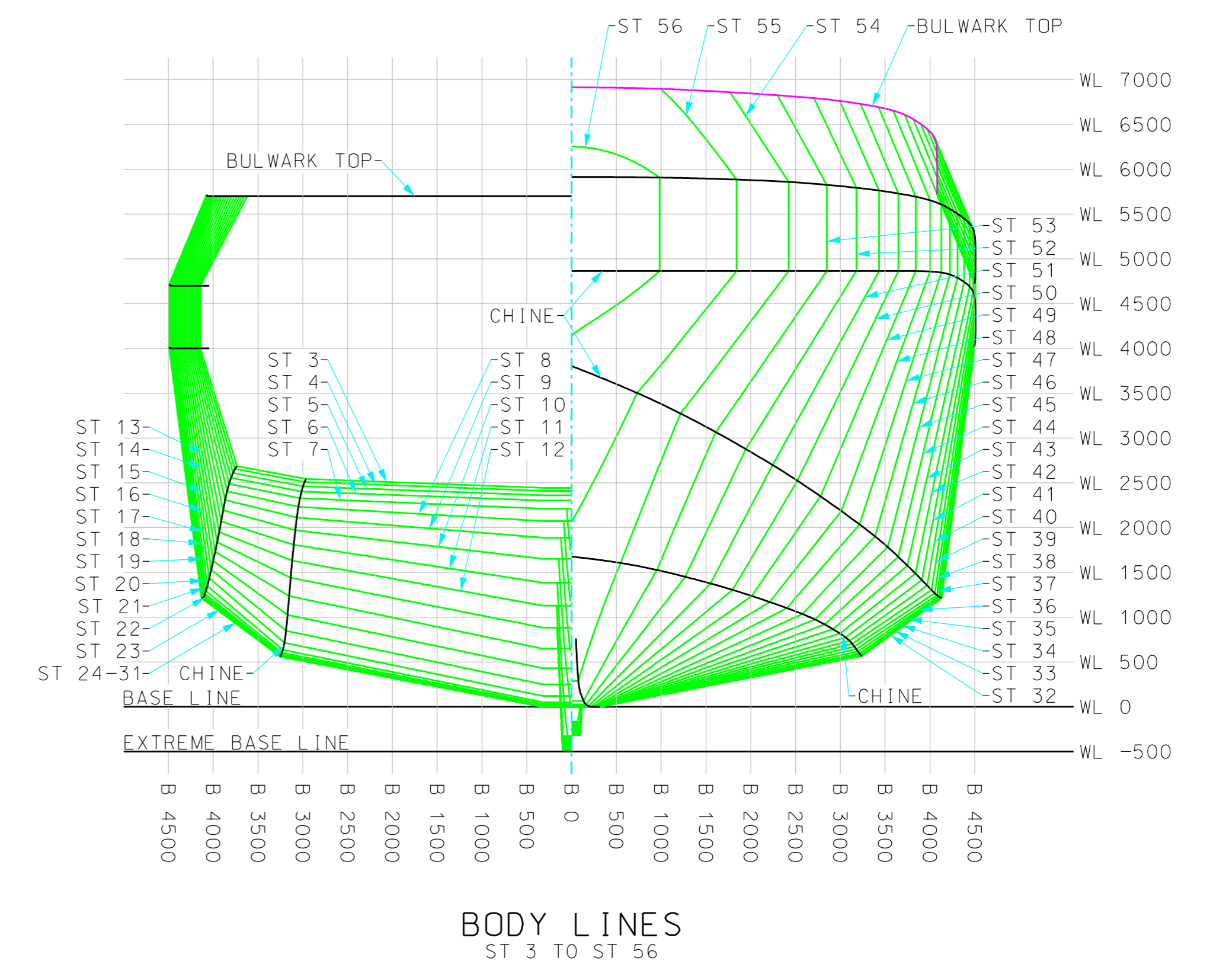
FTC Engineering (Pty) Ltd trading as TIDE MARINE SHIPYARD

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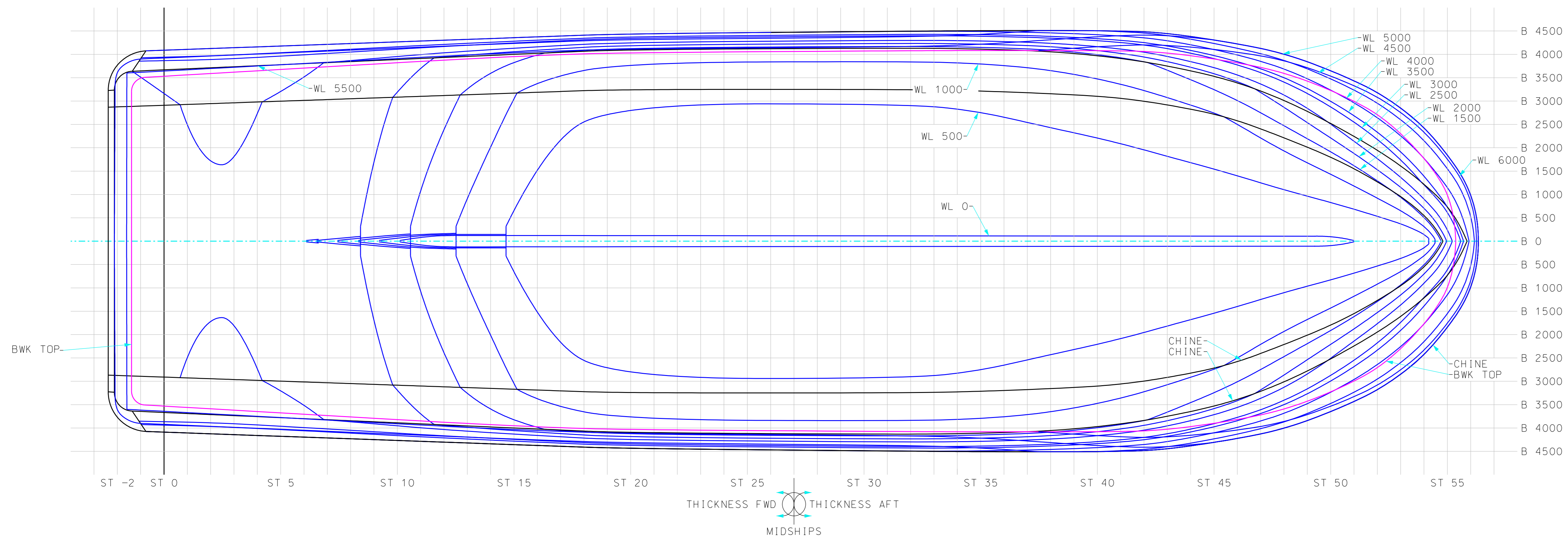
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DRAWING NO: PT2901-200-13	SCALE: NTS	SIZE: A1
CAD REF: PT2901-200-13-s1r0 SHELLEXPANSION	DRAWN: RG	DATE: 13/09/17
SHEET 1	CHECKED: PCV	DATE: 13/09/17
T.N.P.A. APPROVAL	T.M.S. APPROVAL	REV. 0



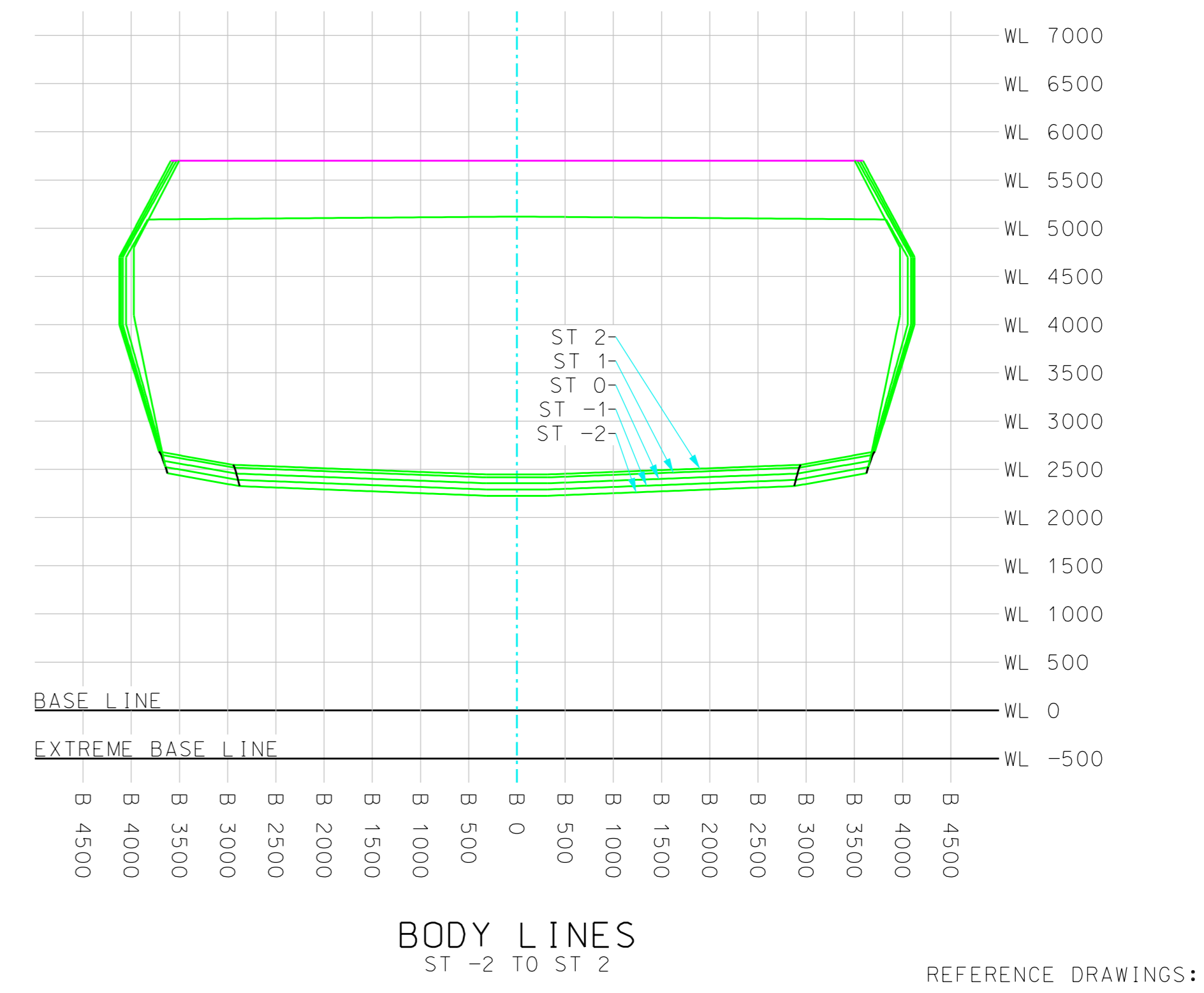
BUTTOCK LINES



BODY LINES



WATER LINES



BODY LINES

REFERENCE DRAWINGS:

PT2901-100-01-s1	GENERAL ARRANGEMENT						
A	BB 31/07/17 SHEER RAISED 200mm						
0	BB 27/06/17 FIRST ISSUE						
REV.	NAME	DATE	DESCRIPTION	S.	SLR	S.	ENG
CONTRACT		TNPA 632					
SHIPYARD		TIDE MARINE SHIPYARD					
PROJECT		TNPA PLOUGH TUG					
YARD NO.		PT2901					

TIDE MARINE SHIPYARD

FTC Engineering (Pty) Ltd trading as TIDE MARINE SHIPYARD

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National Ports Authority

TITLE:

LINES PLAN

DRAWING NO: PT2901-100-02	SCALE: 1:50	SIZE: A0
CAD REF: PT2901-100-02-s1rA LINES PLAN	DRAWN: B.B	DATE: 27/06/17
SHEET 1		CHECKED: R.G
T.N.P.A. APPROVAL	T.M.S. APPROVAL	REV. A

ANNEXURE A

TRANSNET



TRANSNET

GENERAL QUALITY REQUIREMENTS FOR CONTRACTORS AND SUPPLIERS

Document Number	TNPA-QUAL-REQ-014.1
Version Number	02
Classification	Unclassified
Effective date	01 September 2023
Review date	31 August 2026

SUMMARY VERSION CONTROL

VERSION NO.	NATURE OF AMENDMENT	PAGE NO.	DATE REVISED
1	Replacing Transnet Group Capital with Transnet		11/08/2020
2	Updated with ISO 9001:2015 referencing and adding clause numbering against requirements,		01/09/2023
3	Document number changed from TNPA-QUAL-STD-0001 to TNPA-QUAL-REQ-014.1		01/09/2023

Note: Only the latest amendments and/or additions are reflected in italics in the body of the document.

DOCUMENTATION SIGN-OFF SHEET

I, the undersigned hereby approve this procedure.

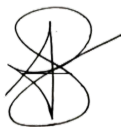
ROLE	CAPACITY/ FUNCTION	SIGNATURE	DATE
Process Owner	Quality Manager		01/09/2023
<p>Accepts document for adequacy and practicability.</p> <p>Comments:</p>			

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1. Purpose

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

2. Definitions / Abbreviations

Term, Abbreviation	Meaning
<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 Standard).
<i>Contractor</i> :	The party to a <i>contract</i> that provides services to the <i>Employer</i> (Generic term used for Vendors, Suppliers, Contractors, Consultants, etc.).
<i>Contractor</i> Documentation Schedule (CDS)	A schedule specifying the <i>Employer's</i> requirements for the document types to be submitted by the <i>Contractor</i> at various stages of the <i>Contract</i> and the timing of the submissions.
<i>Data</i> :	All drawings/documents/data/information/DPs and IOMs required to be supplied under the <i>Contract</i> .
<i>Data Pack (DP)</i> :	A compilation of manufacturing data, certification, inspection and testing records prepared by the <i>Contractor</i> to verify compliance with the Contractual requirements.
<i>Employer</i> :	The party to a <i>Contract</i> or Purchase Order to whom the goods are supplied or for whom the work or services are performed. In the context of this document, Transnet Capital Projects is the <i>Employer</i> .
<i>Field Inspection Checklist (FIC)</i> :	A document that details the checks, requirements and test parameters for each type of equipment to permit field installation and pre-commissioning of the equipment
<i>Inspection Release Report (IRR)</i> :	A document issued to the <i>Contractor</i> by TRANSNET advising release of materials for shipment. This does not relieve the <i>Contractor</i> of its obligations in accordance with the Terms and Conditions of the <i>Contract</i> .
<i>Inspection Waiver Report (IWR)</i> :	A document issued to the <i>Contractor</i> by TRANSNET advising that TRANSNET has waived final inspection for the materials listed in this document. The issue of this report does not preclude further inspections by TRANSNET. It is issued without prejudice and does not relieve the <i>Contractor</i> from the guarantees and obligations included in the <i>Contract</i> .
<i>Installation and Operating Manual (IOM)</i> :	A document prepared by the <i>Contractor</i> providing relevant information applicable to the installation and maintenance of the specific equipment, including data relating to consumables (e.g., Oils, etc.)
<i>ISO 9001:2015 terms</i>	"shall" indicates a requirement
<i>Non-Conformance (NC)</i>	Material, product or workmanship which is not in accordance with the requirements of the <i>Contract</i> .
<i>Non-Conformance Report (NCR)</i> :	A document initiated by either TRANSNET or the <i>Contractor</i> advising that certain materials/products/workmanship provided by the <i>Contractor</i> do not conform to the required standards and specifications.
<i>Project Quality Plan (PQP)</i> :	A document that outlines the <i>Contractor's</i> strategy, methodology, resources allocation, Quality Assurance and Quality Control coordination activities to ensure that Goods and Services supplied meet or exceed the requirements defined in the <i>Contract</i> drawings, codes and standards.

Term, Abbreviation	Meaning
Quality Assurance (QA):	A formal methodology designed to assess the quality of products or services provided.
<i>Quality</i> Control (QC):	A set of activities intended to ensure that quality requirements are being met.
Quality Control Plan (QCP):	A document outlining specific manufacturing/construction inspection and testing requirements, including responsibilities, test acceptance criteria, nomination of witness and hold points.
Technical Query Note (TQN):	A document used by the <i>Contractor</i> to formally clarify a Technical Query related to the scope of supply. This should not be used where a Non-Conformance Report has already been initiated.
<i>TRANSNET:</i>	Transnet SOE Limited
<i>Works Information:</i>	Refers to the <i>Works Information</i> as defined in the <i>Contract</i>

3. Applicable Documents

3.1 General

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

3.2 Statutory Regulations

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

3.3 Codes; Standards and Procedures

Document No.	Title
ISO 9001: 2015	Quality management systems – Requirements
ISO 10005:2018	Quality Management systems- Guidelines for Quality plans
PROCEDURE 014	Contractor Management

4. Quality System

4.1 General

4.1.1 The Contractor will be responsible for all quality activities necessary to ensure the Work meets the requirements specified in the Contract and shall manage and coordinate all Quality aspects of the Work in accordance with the requirements of this Specification, together with the Contractor's PQP and QCPs once reviewed and accepted by TRANSNET.

4.2 Contractor Quality System Requirements

4.2.1 The *Contractor* shall have and maintain a documented Quality Management System. The *Contractor* may be required to demonstrate its use to TRANSNET. The *Contractor's* Quality Management System should be in accordance with the requirements of *International Standard ISO 9001:2015 Clause 4.4.1 Quality Management System and its process*.

4.3 Kick Off Meeting

4.3.1 After the *Contract* start date, and prior to manufacture or construction activities, TRANSNET will require a Kick-Off Meeting with the *Contractor* to discuss fully the importance of meeting TRANSNET's quality requirements. This meeting may be held as part of the *Contract* kick-off meeting for each package or may be a separate meeting, subject to the critical or complex nature of the work. This requirement for a pre-inspection meeting may be repeated when Sub-Contractors of key equipment are engaged.

Note: The above requirement must be applied in conjunction with ISO 9001:2015 Clause 8.4.3

4.4 Contractor / Supplier Documentation Submittal Requirements

4.4.1 The *Contractor* shall make a formal submission of his Quality Documentation on award of the *Contract* and at the times defined in the *Contractor's* Documentation Schedule, included in the *Works Information* for the *Contract*.

4.4.2 The Contractor's responsibilities are defined in terms of *DOC-STD-0001* which outlines the standard requirements for preparation, submission, receipt, review, and collection of Technical and (or) Deliverable Documentation, as detailed in the Contractor Documentation Schedule (CDS).

4.4.3 TRANSNET uses the *Contractor's* Documentation Schedule (CDS), included in the *Works Information* for the *Contract*, to indicate those documents required to be submitted for information/review and/or acceptance.

4.4.4 The *Contractor* shall develop and maintain a comprehensive register of documents (*Contractor's* Documentation Register – CDR) that will be generated throughout the project. The CDR includes all quality-related documents. The CDR is a 'live' document and is submitted to TRANSNET for review following each revision by the *Contractor*. The CDR indicates the dates of issue of the documents considering sufficient time to allow for the TRANSNET review/acceptance cycle prior to the document being required for use. A sample of a CDR (DOC-FAT-0002) is issued by TRANSNET at the start of every *contract*.

Note: The above requirements must be applied in conjunction with ISO 9001:2015 Clause 8.4.3 Information for external providers

4.5 Project Quality Plan

4.5.1 Where specified, the *Contractor* submits a PQP to TRANSNET within the period stated in the CDS and in any event not later than 28 days after the *Contract* start date. The PQP details how the *Contractor's* Quality System will be applied to the Scope of Work specified in the *Contract*, and shall address the following:

- a) Satisfying the technical and quality requirements of the Contractor's Scope of Work, and relevant elements of the applicable ISO 9001:2015 standard and should be developed with the reference to ISO 10005:2013 Guidelines.
- b) Include all quality activities relevant to the Scope of Work, identifying all procedures, reviews, audits, controls, objectives, and records used to control and verify compliance with the specified Contractual requirements.
- c) Include a listing of all special processes (e.g., welding and non-destructive testing, cube testing etc.) envisaged for use, including confirmation of personnel certification as required.
- d) Include all proposed method statements (for site-based work activities).
- e) Include a description of the Contractor's project organisation, with key positions and responsibilities identified and individuals named. The organisation structure shall also indicate the resources committed to the management and coordination of QA / QC activities.
- f) Include a listing of all Quality Control Plans (QCPs), and associated Field Inspection Checklists (FICs), as applicable.
- g) Identify in the PQP any Sub-Contractor/Sub-Supplier work. Sub-Contractor/Sub-Supplier plans are approved by the Contractor, and a copy forwarded to TRANSNET for information.
- h) Include the proposed Authorised Inspection Authority (where applicable - for pressurised equipment and systems).
- i) Include proposed quality records.

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

Note: Where the *Contractor* is required to provide a PQP, no work shall commence until the PQP is accepted by TRANSNET.

Note: The above requirements must be applied in conjunction with ISO 9001:2015 Clause 8 Operations

4.6 Procedures

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

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

4.6.3 These will include, as applicable, the following:

- a) Document Control, the *Contractor's* PQP shall provide a description of how documents provided by TRANSNET to the *Contractor* are to be managed. The description shall address as a minimum:
 - Management tools and databases
 - Receipt, registration and maintenance
 - Internal and external distribution to Employer, third parties and Sub-Contractors
 - Management of Codes, Standards and Specifications
 - Internal review and approval routines and authorities
 - How it is ensured that the correct revisions of documents are available at the point of use including retention periods for all documentation

Note: The above requirement must be applied in conjunction with ISO 9001:2015 Clause 7.5 Documented Information

- b) Design Control procedure, where the *Contractor* is responsible for any aspect of design related to the Scope of Work, the Quality Plan shall describe the *Contractor's* methods and procedures for the control of these design activities.

Note: The above requirement must be applied in conjunction with ISO 9001:2015 Clause 8.3 Design and development of products and services

- c) Procurement procedure, where the *Contractor* is responsible for any aspect of procurement related to the Scope of Work, the Quality Plan shall describe the *Contractor's* methods and procedures for the control of these activities.

5. Quality Audits

5.1 Contractor Audits

5.1.1 The *Contractor* shall Carry out audits in accordance with its Quality System at its own and Sub-Contractor's facilities to ensure project quality requirements are being achieved.

5.1.2 The *Contractor* shall include a QA Audit Schedule in the *Contractor* PQP submitted to TRANSNET prior to commencement of the Scope of Work. The Audit Schedule shall include all audits to be implemented by the *Contractor* and Sub-Contractor during the execution of the *Contract*.

5.1.3 The *Contractor* shall, where stipulated in the *Contract*, perform an audit within three months after the *Contract* start date and thereafter at a minimum frequency of three months. Audit reports are submitted to TRANSNET at the completion of each Audit. Where unsatisfactory performance is evident, TRANSNET will direct the *Contractor* to perform additional audits.

Note: The above requirements must be applied in conjunction with ISO 9001:2015 Clause 9.2 Internal Audit

5.2 Transnet Audit

5.2.1 Upon the appointment of the Contractor, the project Quality Officer will schedule and conduct the QMS Audit at the contractor's head office to assess the *Contractor's* ISO 9001:2015 Quality Management System status.

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

5.2.3 The *Employer* may, at own discretion, require a Quality Audit of sub-contractor(s) to ensure that the sub-Contractor(s) have the necessary management, facilities, skilled staff, and quality control facilities to carry out the Works to ensure compliance with the Works Information.

6. Quality Control Plans

Note the of requirements of 6.1 to 7.7 9 must be applied in conjunction with ISO 9001:2015 Clause 8.5 Production and Service; ISO 10005:2018

6.1 Quality Control Plans

6.1.1 The *Contractor* shall prepare and submit QCPs to TRANSNET for review in accordance with the requirements of the Contract and PQP.

6.1.2 QCPs must clearly identify all inspection, test and verification requirements to meet the Contractual obligations, specifications, drawings and related details including destructive and non-destructive testing, acceptance criteria, witness and hold points.

6.1.3 The *Contractor* shall NOT commence fabrication or manufacture prior to review and approval of the applicable QCP by TRANSNET.

6.1.4 QCPs shall include reference to all tests specified in the *Works Information*.

6.2 Intervention Points

6.2.1 The QCP identifies points in the fabrication, manufacturing and/or installation process that are selected for inspection. These points are denoted by the following inspection codes:

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

6.3 Field Inspection Checklists

6.3.1 For site installation and construction activities, the *Contractor* shall prepare Field Inspection Checklists (FICs) to permit inspection and testing of installed equipment and constructed facilities in accordance with the respective QCPs.

6.3.2 FICs are used to record the results of inspection and testing (where applicable). On completion, FICs are submitted to TRANSNET to confirm satisfactory completion of the tests and inspections at nominated QCP witness and hold points.

7. Inspection and Testing

7.1 General

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

7.1.2 TRANSNET may, at its discretion, perform surveillance inspections at the *Contractor's* premises, the premises of any Sub-Contractor or at the location of the Scope of Work.

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

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

7.1.5 The *Contractor* shall provide TRANSNET with all necessary tools, calibrated measuring equipment, safety equipment and workspace to verify or witness tests in progress.

7.1.6 While TRANSNET is at the *Contractor's* premises, the *Contractor* shall provide, free of charge, reasonable facilities including office facilities and reasonable access to a telephone, facsimile machine and computer connection point.

7.1.7 The *Contractor* shall provide written notice within a time frame as agreed upon, to allow the attendance of TRANSNET and other representatives at nominated witness and hold points.

7.2 Schedule of Inspection

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

7.3 Contractor's Inspection

7.3.1 The Contractor shall, as a minimum, carry out the inspections as detailed in the Quality Control Plan and maintain the required records for verification by the Employer and/or Third-Party Inspection Authority.

7.3.2 For sub-contracted material or services, the Contractor shall ensure that controls are effective, including, where necessary, monitoring of the Subcontractor's works and retention of the necessary records.

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

7.4 Readiness for Inspection

7.4.1 Material or services shall be deemed ready for inspection by the Employer and/or Project Manager only when:

- a) The Contractor has firstly carried out his own inspection at the stage identified on the relevant Quality Control Plan and is satisfied that material, workmanship and services meet the specified requirements. Documented evidence shall be maintained by the Contractor including signing-off the Quality Control Plan.
- b) The Contractor shall ensure that the latest revisions of approved drawings and/or procedures with evidence of acceptance by Transnet, his nominated representative or Third-Party Inspection Authority are available.

7.5 Inspection Notification

7.5.1 The *Contractor* shall notify TRANSNET in writing for inspections or tests within the country, arrangements are confirmed at least two working days before the event. For inspection and tests outside of the country, arrangements are confirmed at least seven working days before the event.

Inspection notifications include the following essential information:

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

7.6 Cancellation of Inspection

7.6.1 Contractors are advised that it is a condition of Purchase / Contract that all costs of Employer's representative and/or Third-Party Inspection Authority will be passed on to the Contractor for cancellation of inspection visits.

7.6.2 A visit is considered cancelled if:

- a) The Contractor advises "readiness" for inspection and upon arrival of Employer's representative or Third-Party Inspection Authority, the material, or Services and/or the associated documentation is not ready; or
- b) If Employer's personnel identify that material or services are to specification such that the Contractor's Inspector should have identified the non-conformity prior advising readiness for Employer's or Third-Party Inspection Authority inspection.

7.7 Inspection Waiver

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

8. Fabrication Process and Factory Acceptance Test

8.1 Fabrication Process

8.1.1 It is the *Contractor's* responsibility to ensure that all processes which require prequalified procedures and/or work methods are tested and qualified before work begins at the manufacture's premises. This typically covers such activities as welding, non-destructive testing, special fabrication techniques and painting. When such procedures are requested, no work shall commence at the manufacturer's premises until procedures are approved by TRANSNET.

8.1.2 It is the *Contractor's* responsibility to ensure all operators are qualified for the processes in accordance with the procedure and/or applicable standards. Records of qualification of operators shall be maintained by the *Contractor* and made available to TRANSNET when requested.

8.1.3 Records of qualification of procedures and processes shall be maintained by the *Contractor* in accordance with the applicable procedure or code.

8.1.4 The Employer's representatives are also required to do inspections during fabrication to ensure that the fabrication process is in accordance with the designs, specifications, and standards to ensure the work meets the requirements specified in the Contract.8.1.1 Welding Procedures

8.1.5 Where the *Contractor's* Scope of Work includes fabricated weldments, Welding Procedure Specifications (WPS) defining the method, preparation and sequences to be adopted to achieve a satisfactory welded joint shall be provided for all weld types required in the execution of the *Contractor's* Scope of Work. The procedure shall only be submitted to TRANSNET when requested in the *Contract*.



8.1.6 WPS includes all welding essential and non-essential variables for each process used, including appropriate test results. WPS comply fully with the standard or code pertaining to welding required in the execution of the *Contractor's* Scope of Work.

8.1.7 When requested in the *Contract*, a suitably marked "weld map" is completed by the *Contractor* for all items to be fabricated. A summary of WPS is prepared and, when used, is identified on the weld map.

8.1.8 Where TRANSNET approval is required, fabrication is not to commence until written approval of WPS and Welding Procedure Qualification Records (WPQR) is received by the *Contractor*. No welding fabrication will be accepted that is not covered by a TRANSNET approved WPS/WPQR.

8.1.9 Welding Procedure Qualification (WPQ) tests may be witnessed by TRANSNET and/or an independent inspection authority. Testing of the specimens prepared during the WPQ Tests is carried out by an approved testing laboratory, independent of both TRANSNET and the *Contractor*. In certain instances, a certificate to EN 10204 3.1 B may be required which will be clarified at Tender review and clarification stage.

8.1.10 Where actual weld deposit analysis and weld metal physical properties are required for procedure qualification, the information is taken from the procedure qualification tests. Data listed in the catalogues of the manufacturer of welding consumables is not acceptable.

8.1.11 Welders/welding operators are qualified in accordance with the relevant welding code prior to commencing production fabrication. Specific Welder Qualification (WQ) records will be reviewed by TRANSNET in the *Contractor's* works and should NOT be submitted for review.

8.1.12 A register of welders qualified to work shall be maintained by the *Contractor*.

8.2 Material Traceability

8.2.1 Where, and to the extent that material traceability is required, the *Contractor* shall provide its procedures for the maintenance of material identification throughout all phases of manufacture. Methods of identification, routines for re-stamping or stenciling as appropriate shall be defined and agreed with the *Employer*.

8.2.2 Adequate records shall be maintained throughout construction enabling traceability of key materials from final product back to original material certificates. The material traceability records shall form part of the DP.

8.2.3 The *Contractor* shall prepare a schedule of materials and equipment that are subject to traceability requirements.

8.3 Material Certification

8.3.1 Where specified in the Contract the following certificates shall be provided to TRANSNET and included in the DP.

- a) *Type A*: A *Contractor's* certificate of compliance with the *Contract*. This certifies that the goods or services are supplied in compliance with the *Contract* without mention of any test results (EN10204 certificate 2.1).
- b) *Type B*: A certificate issued by a laboratory or test facility independent of the *Contractor's* works. It shall quote test results carried out on the product supplied and state whether compliance with the relevant technical standard, code, etc., has been complied with. (EN10204 certificate 3.1B).
- c) *Type C*: The same as Type B, the tests are to be witnessed by a third party (EN10204 certificate 3.1C).

8.4 Factory Acceptance Test

8.4.1 The factory acceptance test (FAT) is a process that evaluates the equipment during and after the assembly process by verifying that it is built and operating in accordance with design specifications.

8.4.2 The Contractor shall conduct a Factory Acceptance Test for all Plant's to be installed as part of the Works to be executed in this Contract prior to delivery to site. The Factory Acceptance Test shall be conducted in the presence of the Employer's representatives (Quality, Engineering and/or the Third-Party Inspection Authority).

8.5 Inspection Release

8.5.1 At completion of the Scope of Work, either in total or in phases, TRANSNET may issue an Inspection Release Report (IRR) or an Inspection Waiver Report (IWR).

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

8.5.3 A copy of the inspection release or waiver of inspection is included in the DP.

9. Non-Conforming Products

9.1 General

Note the requirements of 9.1 to 9.3 must be applied in conjunction with ISO 9001:2015 Clause 10.2 Nonconformity and Corrective action

9.1.1 The *Contractor* shall establish and maintain procedures to control material or products that do not meet the specified requirements.

9.1.2 All Contractor product and/or materials identified as not conforming to requirements shall be dealt with promptly as follows:

- a) If the *Contractor* discovers material or product which is not in accordance with the requirements of the *Contract*, i.e., a non-conformance, the *Contractor* shall immediately initiate the non-conformance procedure in terms of the *Contractor's* Quality Management System, advise TRANSNET promptly, and provide a copy of the non-conformance report (NCR) to TRANSNET
- b) If TRANSNET or its agent identifies a non-conformance, a TRANSNET NCR may be raised.

9.1.3 Originals of all closed out NCRs shall be included in the DP.

9.2 Defects

9.2.1 The project Quality officer will notify the NEC supervisor / Construction Manager of any defects observed and log them on the snag list.

9.3 Corrective and Preventative Action

9.3.1 If the Contractor proposes a disposition of any non-conforming materials or product which varies from the requirements of the Specification or *Contract*, such a proposal shall be submitted in writing to TRANSNET whose decision on the proposal shall be obtained in writing before the non-conforming material or product is covered up or incorporated into the Works, or is the subject of any other disposition.

9.3.2 The disposition of non-conformances which do not vary the requirements of the *Contract*, specification or drawings may be approved by the *Contractor* following discussion and agreement with TRANSNET.

10. Concession Requests and Technical Queries

10.1 Concession Requests

10.1.1 Where a *Contractor* requests a Concession to deviate from the requirements of the *Contract* or specified requirements, the *Contractor* raises the request for TRANSNET review and approval.

10.1.2 The Concession Requests shall clearly identify all elements of the proposed deviation together with any resulting technical, commercial and/or schedule impacts.

10.1.3 Completed original Concession Requests shall be included in the DP.

Note: The above requirements must be applied in conjunction with ISO 9001:2015 Clause 8.7 Control of Non-Conforming outputs

10.2 Technical Queries

10.2.1 For clarification of technical issues (only), the *Contractor* may submit a Field Engineering Query (FEQ) to TRANSNET in accordance with the *Contract*.

10.2.2 The FEQ shall clearly identify all elements of the query, and all supporting documentation and/or drawings shall be attached where appropriate.

Completed original FEQ's shall be included in the DP.

11. Inspection, Measuring and Test Equipment

Note the requirements of 11.1 to 11.3 must be applied in conjunction with ISO 9001:2015 Clause 7.1.5.1 & 7.1.5.2 General and Measurement traceability

11.1 Calibration

11.1.1 The *Contractor*, including its Sub-Contractors/Sub-Suppliers, shall ensure the calibration of test and measuring equipment is performed and maintained in accordance with the relevant *Contractor* procedures and/or the equipment manufacturer's specifications.

11.1.2 Where calibration is required by an external laboratory, the *Contractor* shall ensure that the facility selected for calibration possesses current certification. Calibration certificates shall contain a statement that the test equipment is accurate to within specified tolerances.

11.1.3 The Contractor should establish the frequency of calibration for each item of equipment (including jigs, fixtures or templates) and record the details in a 'Measuring and Test Equipment Register' (or similar).

11.2 Use of Inspection, Measuring and Test Equipment

11.2.1 The *Contractor* shall ensure that authorized equipment users:

- a) Use the equipment in accordance with manufacturer's instructions, and accepted industry practices
- b) Ensure the equipment is covered by a current calibration certificate
- c) Conduct the measurements or tests in accordance with the equipment manufacturer's specifications or other relevant specification
- d) Prior to commencement of each inspection or test activities:
 - Identify the measurements to be made
 - Determine the accuracy required
 - Select the appropriate inspection, measuring or test equipment for the scope of work.

11.3 Verification of Previous Test Results

11.3.1 Where the calibration status of the equipment is unknown, expired or has doubtful accuracy, the equipment shall immediately be quarantined, and tagged according to *Contractor's* Quality System procedures. The *Contractor* shall then arrange for either in-house or external calibration, and:

- a) review all previous test results associated with the suspect equipment;
- b) identify the inspections, measurements or tests required to re-validate the results;
- c) ensure that suitable re-testing is performed with calibrated equipment;
- d) record the results of the re-testing on the respective inspection and test documentation.

12. Quality Personnel Qualifications

12.1.1 The contractor shall nominate/appoint a Quality officer with minimum experience and qualifications specified in the Tender documents.

12.1.2 The Contractor shall submit the CV and relevant qualifications of its nominated/appointed quality representative for the Project Manager's review and approval.

12.1.3 Should the approved qualify officer be no longer available, the contractor will notify the Project Manager in writing and upon agreement the contractor will provide the CV and qualifications of the proposed resource that is equivalent to the previously approved.

Note: The above requirements must be applied in conjunction with ISO 9001:2015 Clause 7.2 Competence

13. Quality Records

13.1.1 *Contractors* shall maintain Quality Records necessary to provide objective evidence that demonstrates and verifies achievement of the QA / QC requirements associated with the Scope of Work.

13.1.2 All Quality Records, including original source material test certificates and non-destructive test reports, shall be retained by the *Contractor* during the project, and be provided to TRANSNET at the times, and in the quantities specified in the *Contract*.

13.1.3 The *Contractor* shall collate all quality records in the Data Pack (DP) and submit the DP to TRANSNET in accordance with the *Contract* and all referenced standards and specifications. This DP shall be compiled progressively and shall be available for review at all phases of manufacture or construction activities.

13.1.4 The Scope of Work shall not be complete until the *Contractor's* DP, including the quality records from Sub-Contractors/Sub-Suppliers, has been reviewed and accepted by TRANSNET.

13.1.5 The *Contractor* compiles the DP progressively during the execution of the Scope of Work and makes the DP available for review by TRANSNET as required.

13.1.6 The *Contractor* shall retain a copy of all Quality documentation generated during the *contract*, including a copy of the complete DP, for his own records for a minimum period of five years after the completion of the work.

Note: The above requirements must be applied in conjunction with ISO 9001:2015 Clause 7.5.3 Control of Documented Information

ANNEXURE B



“HOW TO” GUIDE FOR BIDDERS

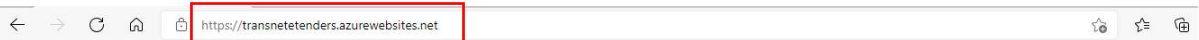
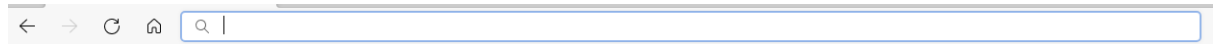
REGISTER ON ETENDER PORTAL

ACCESS TENDERS

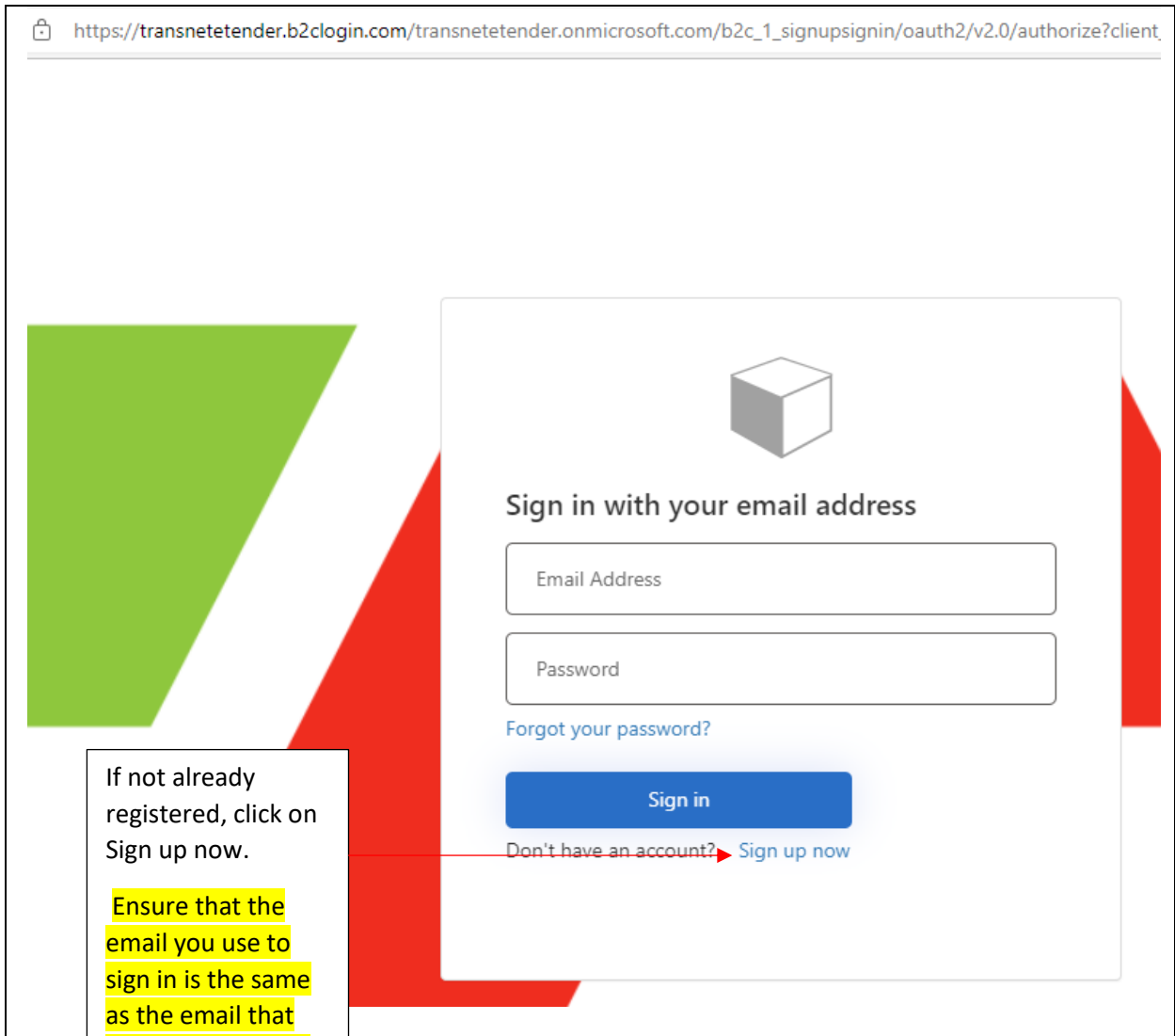
NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address

Email Address

Password

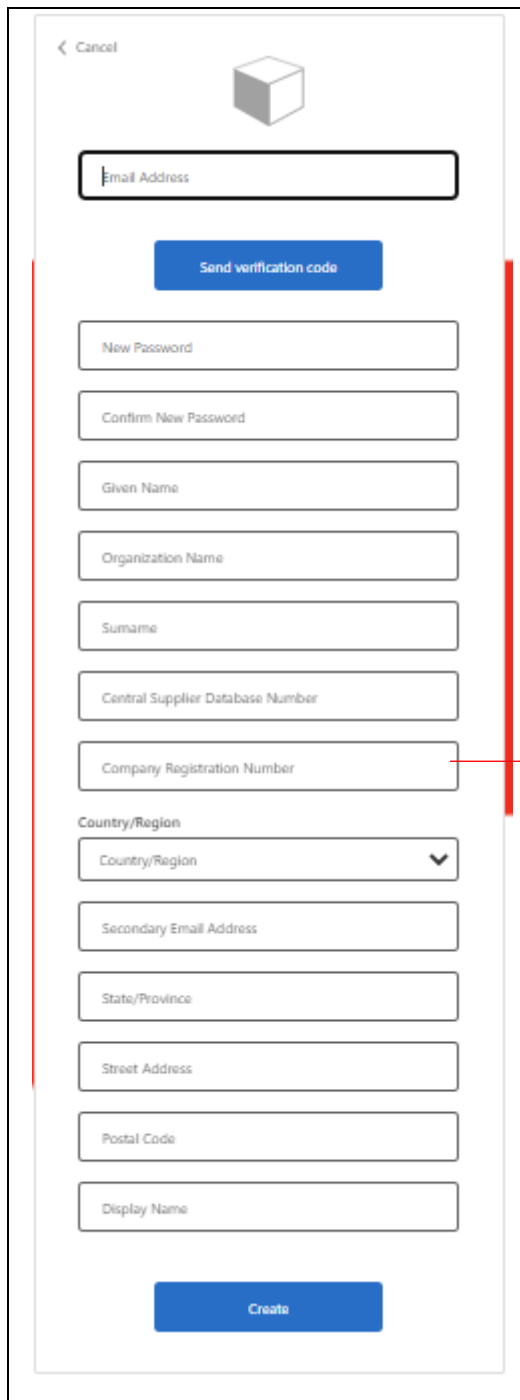
[Forgot your password?](#)

Sign in

[Don't have an account? Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender



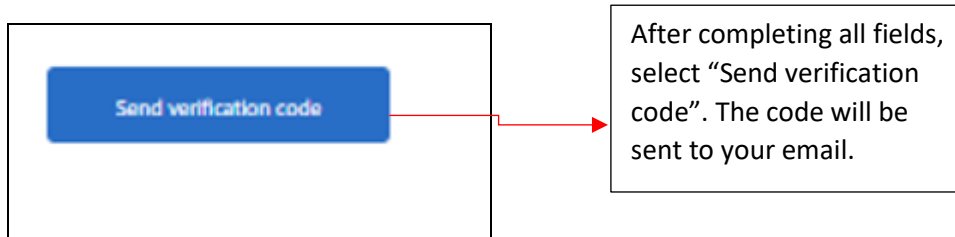
The image shows a mobile registration form with the following fields and buttons:

- Cancel (top left)
- 3D cube icon (top center)
- Email Address (text input)
- Send verification code (blue button)
- New Password (text input)
- Confirm New Password (text input)
- Given Name (text input)
- Organization Name (text input)
- Surname (text input)
- Central Supplier Database Number (text input)
- Company Registration Number (text input)
- Country/Region (dropdown menu)
- Secondary Email Address (text input)
- State/Province (text input)
- Street Address (text input)
- Postal Code (text input)
- Display Name (text input)
- Create (blue button)

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

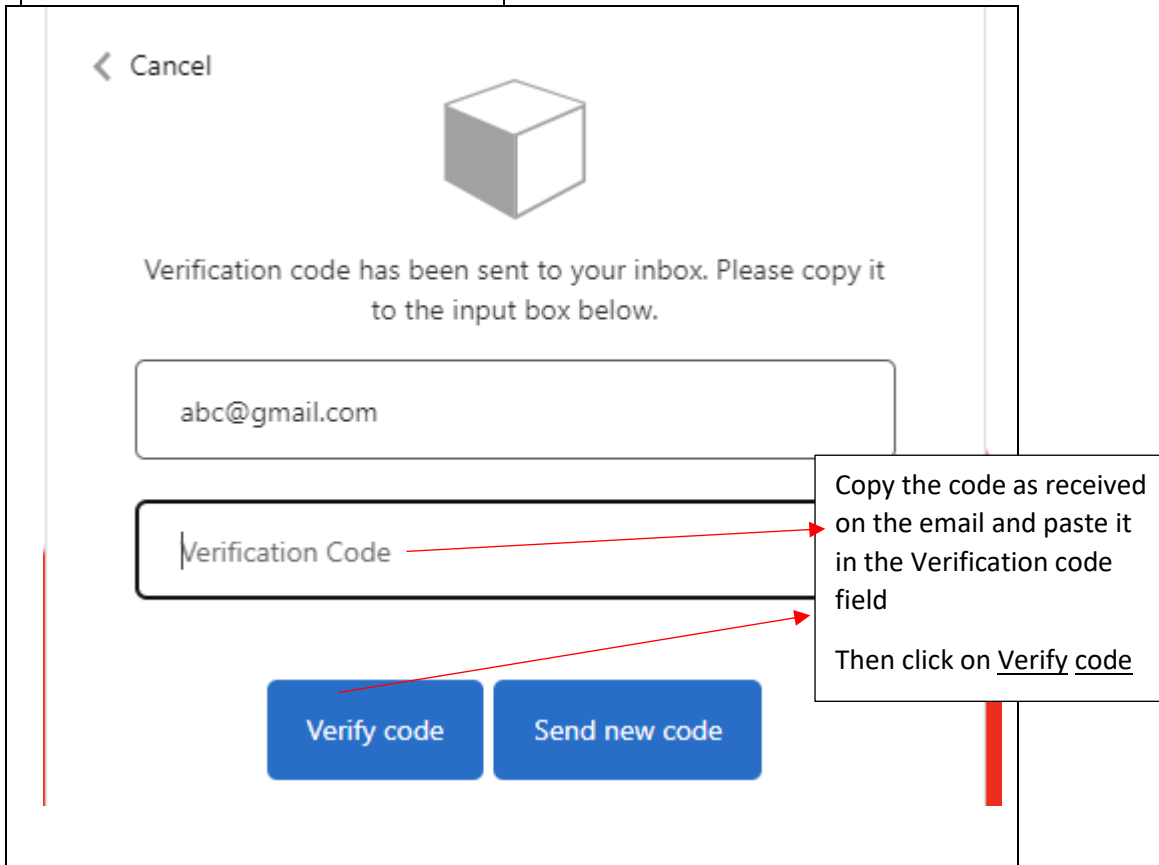
VERY IMPORTANT: Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.



Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.



< Cancel

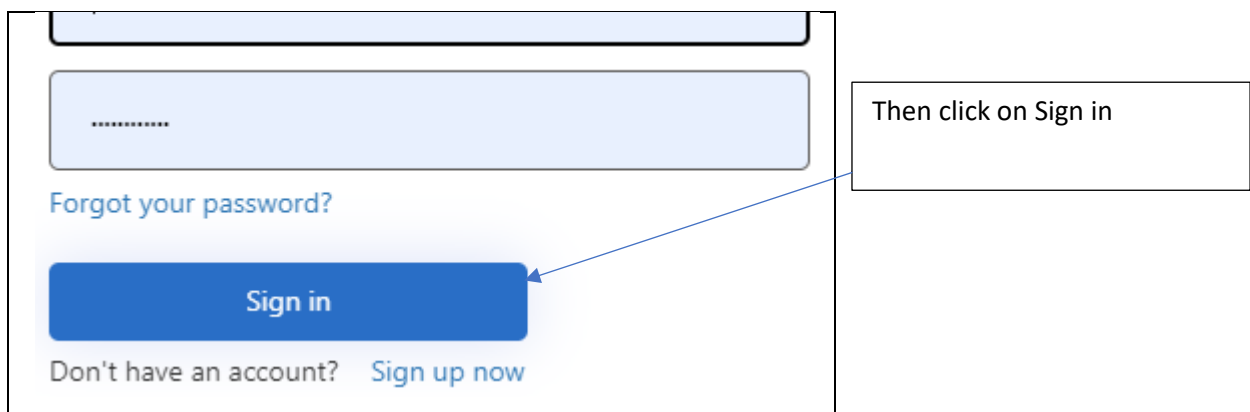
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

Copy the code as received on the email and paste it in the Verification code field
Then click on Verify code



.....

Forgot your password?

Sign in

Don't have an account? Sign up now

Then click on Sign in

Once registered and signed in, the home screen will have "WELCOME (Registered user)"

TRANSNET



DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT **WELCOME TESTING** SIGN OUT

To become a Transnet supplier, please respond to the tender requirements as stipulated. Ensure that all information is completed before submission with the requested documentation. Transnet will assess whether your business complies with certain preset standards which are required in order to supply certain items or services.

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ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status
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To view / search for tenders, click on ADVERTISED TENDERS

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information, please click on the link below.

Kind Regards,
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

NOTE: The details on this email is intended for guidance only and not to be used on the live system

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ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	View Details
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	View Details
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	View Details
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	View Details

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0494/RFQ	GEAR OIL	OIL: GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	View Details
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00 AM	Open	View Details

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ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	View Details

To search for a specific tender, the tender number, tender name or description can be used for searching.

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	View Details

When the tender has been identified, click on "View Details"

When the "View Details" has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

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TENDER DETAILS

Tender Details

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to "Submit Intent" or "Cancel". Click on **Submit Intent**

Tender Det

Tender Reference Number	TE/2022/04/0697/RFQ
Name Of Tender	TE22-SRX-1FG-02068
Description	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Type	RFQ
Contact Person	Charl du Preez Transnet Engineering SLR
Contact Person Email Address	Charl.duPreez@transnet.net
Date Published	4/7/2022 3:51:47 PM
Closing Date	4/13/2022 10:00:00 AM
Briefing Date And Time	
Briefing Details	
Location Of Service	Coaches, Salt River
Name Of Institution	TE
Tender Category	Goods
Tender Status	Open

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068,

Log An Intent To Bid

Submit Intent **Cancel**

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering
SLR

Contact Person Email Address Charl.duPreez@transnet.net

Date Published 4/7/2022 3:51:47 PM

Closing Date 4/13/2022 10:00:00 AM

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

Your request to log an intent to bid has been successfully submitted.

[Close](#)

Briefing Session

Closing Date 4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

Log An Intent To Bid

[Submit Intent](#) [Cancel](#)

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

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CONTACT
WELCOME TESTING
SIGN OUT

MY SUBMISSION INTENTS

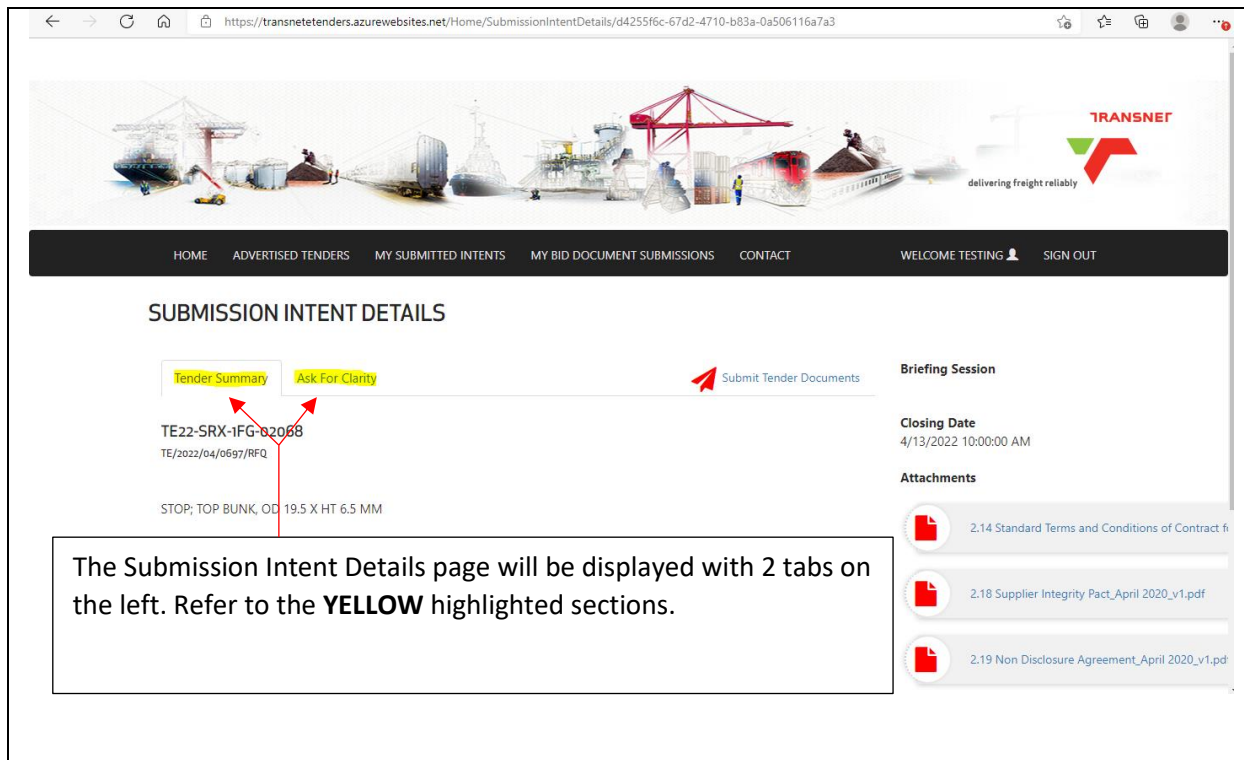
Show entries

Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

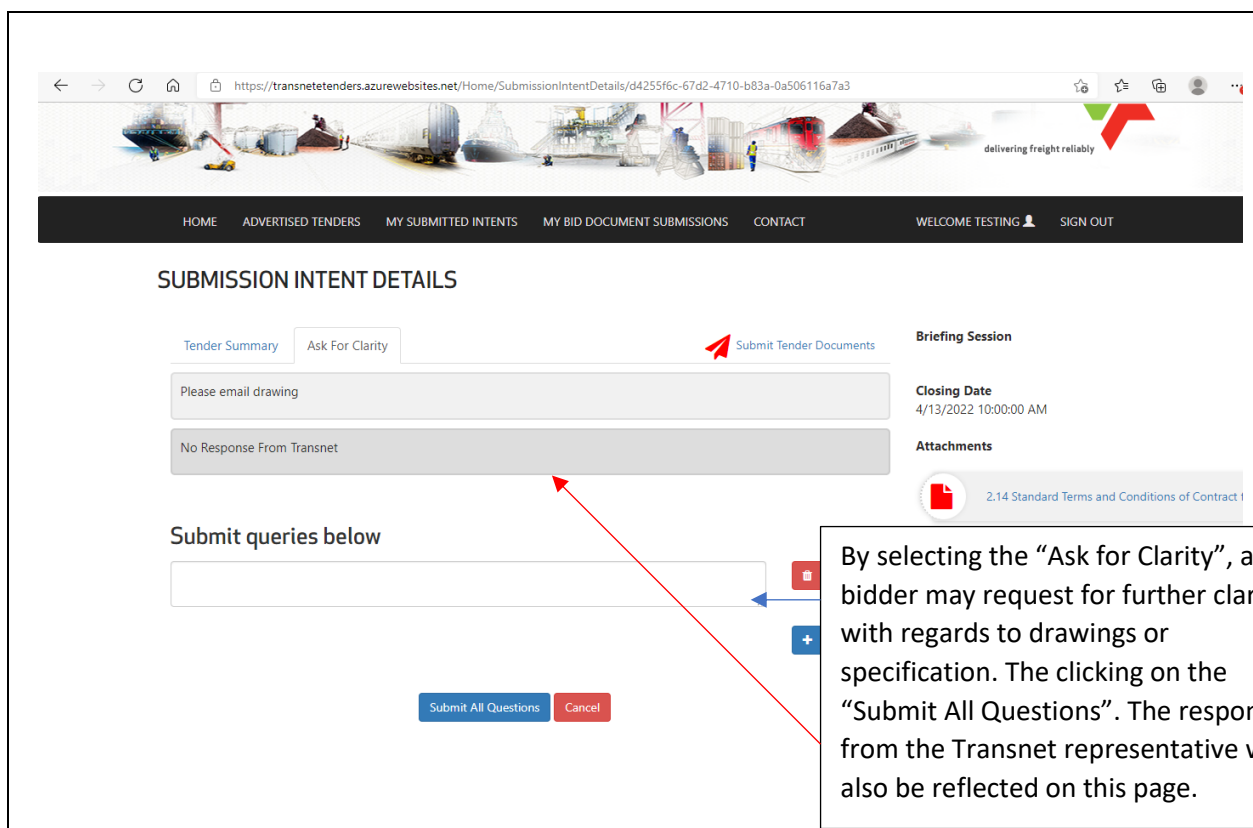
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

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SUBMISSION INTENT DETAILS

Tender Summary **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

Briefing Session

Closing Date
4/13/2022 10:00:00 AM

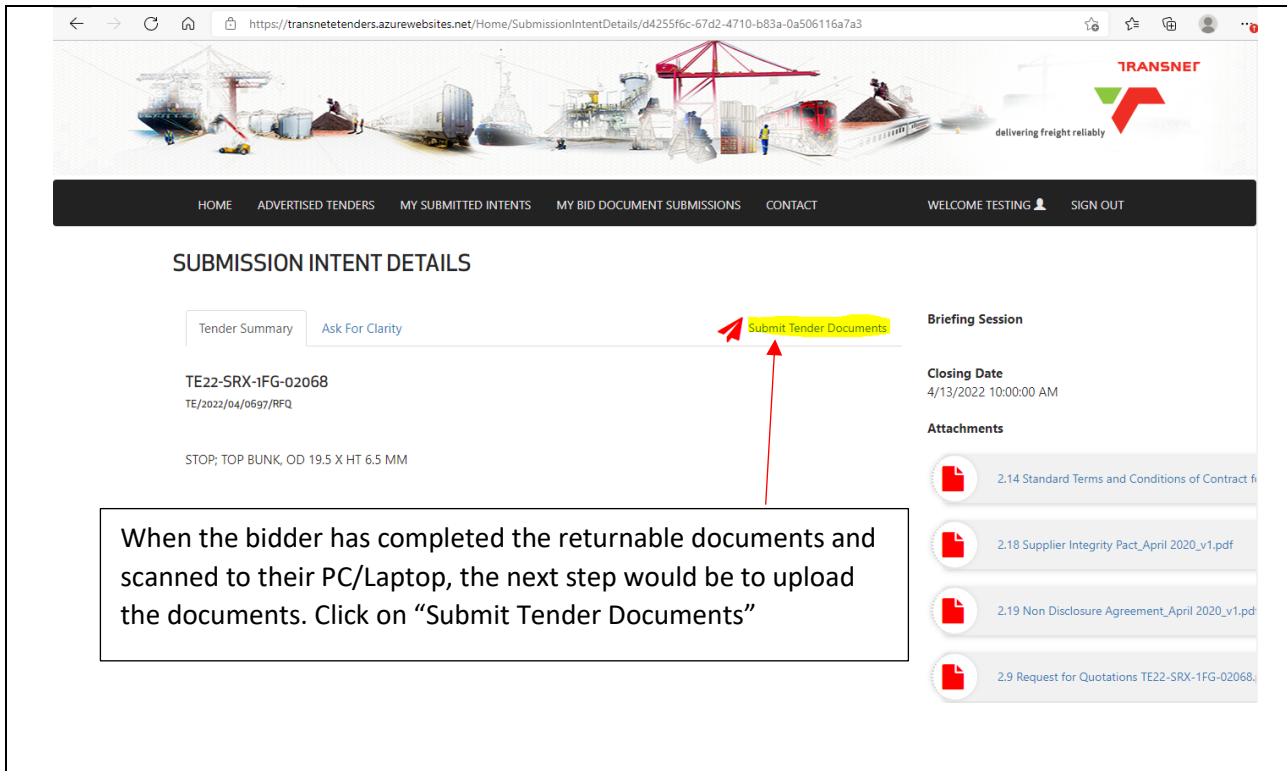
Attachments

- 2.14 Standard Terms and Conditions of Contract 1

Submit queries below

[Submit All Questions](#) [Cancel](#)

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



https://transnettenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

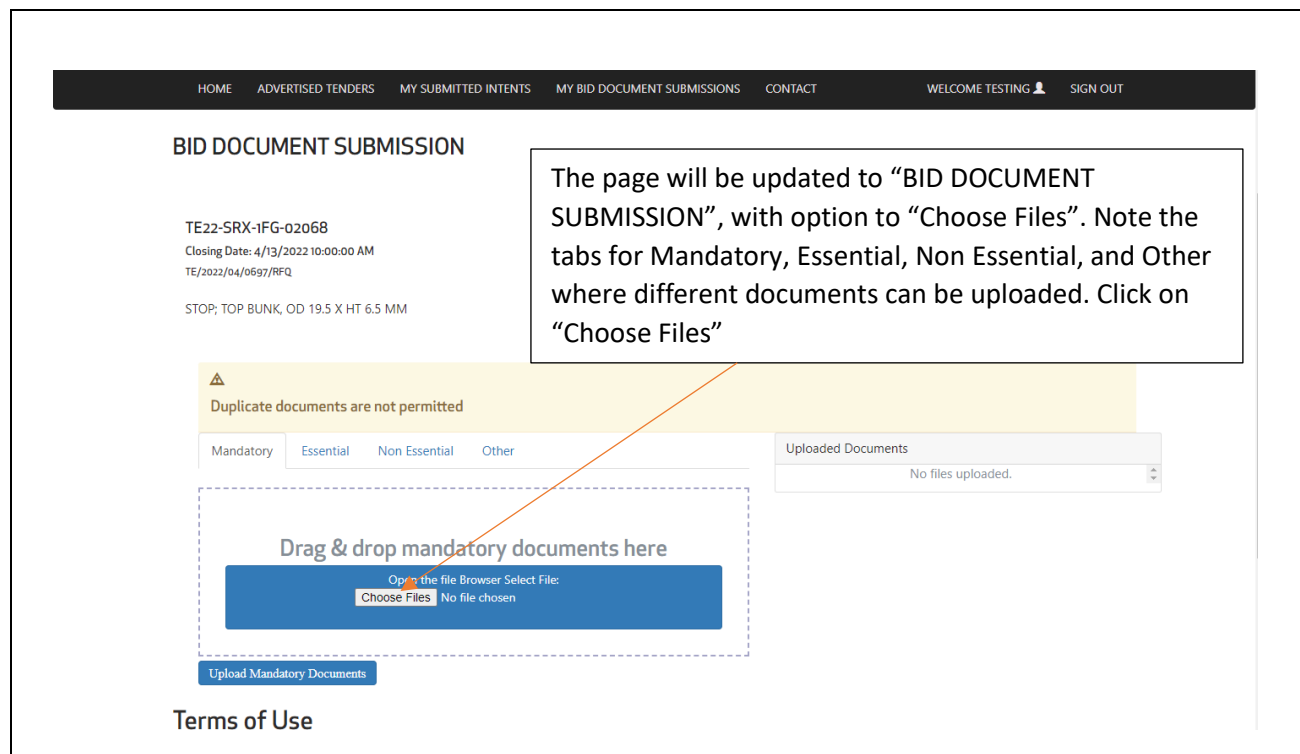
Briefing Session

Closing Date
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.

When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on "Submit Tender Documents"



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BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
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TE/2022/04/0697/RFQ

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Choose Files

Drag & drop mandatory documents here

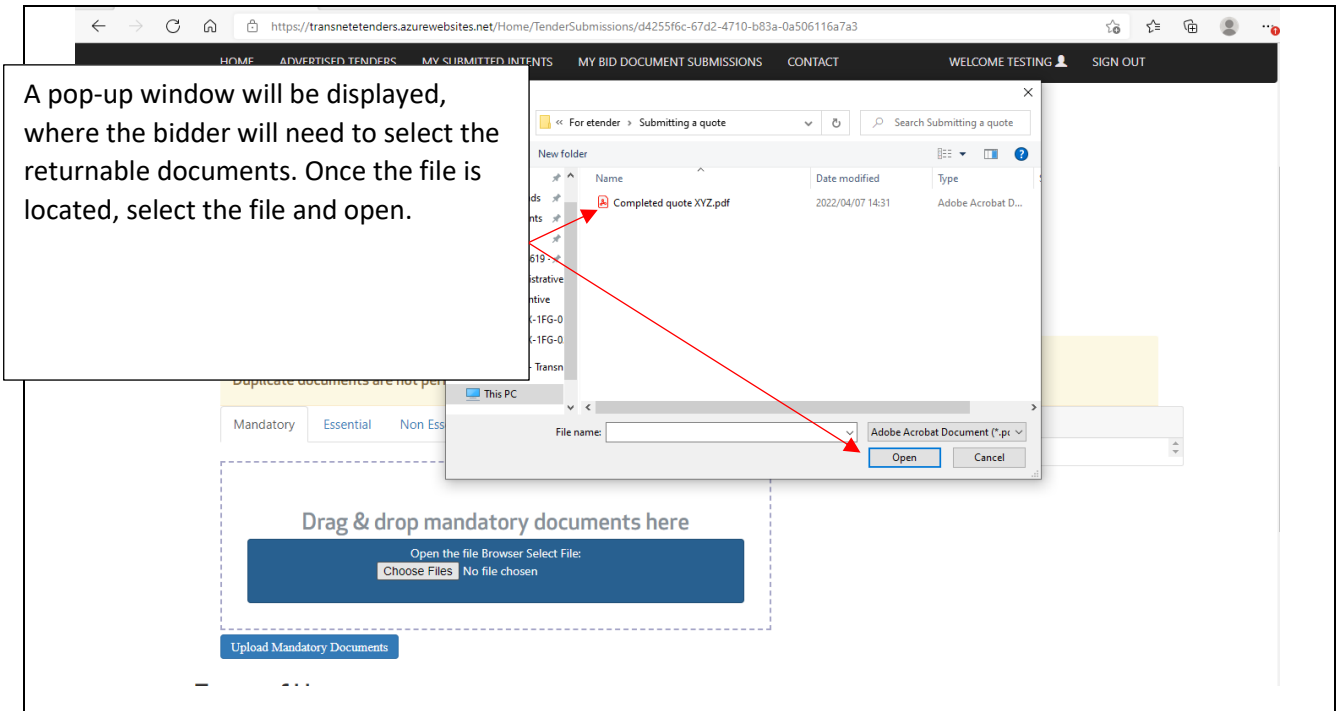
Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

[Terms of Use](#)

The page will be updated to "BID DOCUMENT SUBMISSION", with option to "Choose Files". Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on "Choose Files"

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
 Closing Date: 4/13/2022 10:00:00 AM
 TE/2022/04/0697/RFQ
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Duplicate documents are not permitted

Mandatory Essential Non Essential Other

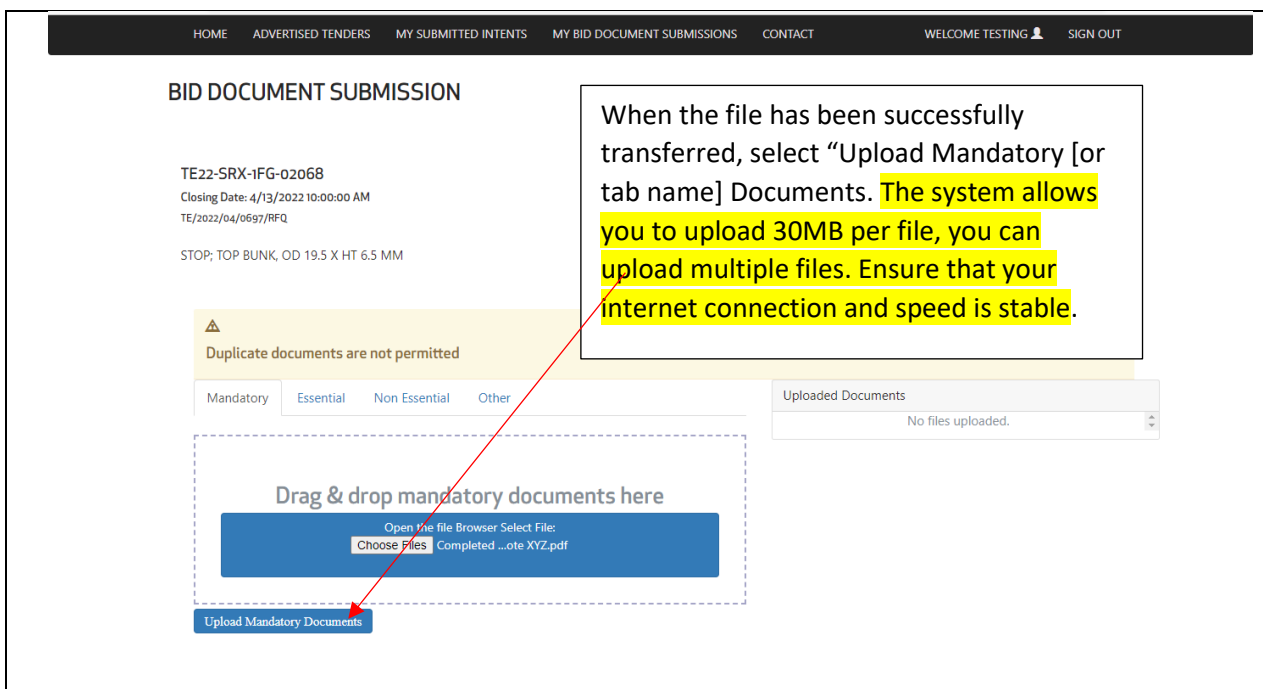
Drag & drop mandatory documents here

Open the file Browser Select File:
 Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The "Uploaded Documents" section will be updated to confirm that the document was uploaded, then click on "Submit Bid"

TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents


Delete

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Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

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MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

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Transnet E-Tender Systems FAQs and Frequently Encountered User Issues

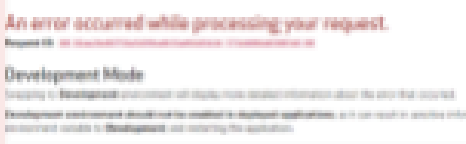
09 June 2023



Document Versions Released and Updates

Version	Date	Description of update
1.	15/05/2023	Initial list of frequently encountered issues
2	09/06/2023	Updated CGI with slow network issue, and development mode error due to bidders incomplete submission of documents

Issues and Resolutions

	Issue	Resolution
1.	Dashboard/Register and Submitted files, the difference between them	<p>The difference between the dashboard/register and number of documents/folders in the system, and the reasons:</p> <ol style="list-style-type: none"> 1. Bidders submitted bids without attaching/uploading any documents, <ol style="list-style-type: none"> a. This issue has been fixed by ICT in an update, so it no longer allows a submission without attaching/uploading 2. Bidders upload document and then delete it, therefore no documents/folders are available <ol style="list-style-type: none"> a. This issue has a log/trail of bidder actions which can show time of upload and time of deletion
2.	Development Mode error 	<ol style="list-style-type: none"> 1. Network connectivity, so please ask them to refresh the page with a better network connection if possible. 2. User has been registered, and can reload, and sign in. 3. Initial registration may have been missing some compliance documents, from user.

Issues and Resolutions

	Issue	Resolution
3.	Failing to register	<p>Please find link to guide below and follow steps accordingly you should have an account registered.</p> <p>https://www.transnet.net/TenderBulletins/Documents/E-Tender%20Vendor%20Portal.pdf</p>
4.	Pending Approval Tender	<ol style="list-style-type: none"> 1. A. Manager has not approved. <ol style="list-style-type: none"> a. Manager should receive message in outlook and teams to approve. 2. Details have been entered in incorrectly into the system: <ol style="list-style-type: none"> a. Missing details to be filled in (closing date, type of tender, corridor, contact person ,approver etc.) b. Selected suppliers email incorrectly written (spelling mistake) c. Selected suppliers emails not separated by semi colons ' ; '

Issues and Resolutions

	Issue	Resolution
5.	Access denied	The tender link may have been forwarded to those who were not authorised to access the document.
6.	Email used to register different than the one used for invitation	The tender link may have been forwarded to those who were not authorised to access the document. Or the invitation was sent to a particular email address and the registration is being attempted with another email address.
7.	CGI Error	<p>The CGI error could be caused due to a connection time out from the bidder side, and the browser keeping some items in a cache, on the browser.</p> <p>The potential steps to address it could be:</p> <ol style="list-style-type: none"> 1. Open a new window in a new browser. 2. Open a new window in an "incognito" mode (Chrome) 3. Open a new window in "InPrivate" mode (Edge) 4. Attempt to clear recent period history cache (Caution) 5. User's Slow network connectivity, close many tabs, sites 6. User's slow computer, or running many processes- close processes 7. User's browser settings, User needing to refresh page, clear cookies, clear cache, clear history. 8. Conduct internet speed test.

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THANK YOU



Transnet National Port Authority

Tender Number: TNPA/2023/10/0017/47106/RFP

Project Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

Health and Safety Specification

Project Name: Complete construction, assemble, paint, commission, deliver, operationalize and handover the tugboat to the Port of Port Elizabeth

Transnet National Port Authority
 Tender Number: TNPA/2023/10/0017/47106/RFP
 Project Description: The appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

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Transnet National Port Authority
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Transnet National Port Authority
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1. Purpose

This health and safety specification identifies and outlines the working behaviours and safe work practices that are expected of the contractors, consultant, visitors and suppliers, that will be undertaking activities associated with the appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.

The specification has been developed in accordance with the requirements of the Occupational Health and Safety Act and its Regulations, mainly Construction Regulation 5(1)(b) as well as any other applicable legislation. The Principal Contractor must comply with this Client's health and safety specification and related legislation and address it in their site-specific health and safety plan. It is the principal contractor's responsibility to ensure that all sub-contractors comply fully with all legal requirements as well as the requirements of this specification.

This Health and Safety Specification will be reviewed and updated periodically and/or as and when necessary) to address and / or include:

- Changes in legislation;
- Client requirements;
- Leading practices; and
- Lessons learnt from incidents.

2. Scope

The requirements specified in this Health and Safety Specification are applicable to the Principal Contractor as well as any contractors, suppliers, Consultants, Vendors and Visitors that may be appointed by or on behalf of Transnet as an Employer at the appointment of a contractor to undertake the complete construction, assemble, paint, commission, deliver, operationalize and handover the tugboat to the Port of Port Elizabeth for a period of 14 months.. It is the Principal Contractor's responsibility to ensure that all contractors and suppliers fully comply with all legal requirements as well as the requirements of this health and safety specification.

The Scope of Work for this Contract includes the following:

The *Employer's* objectives are to appoint a Contractor to undertake the Complete Construction, Assemble, Paint, Commission, Deliver, Operationalize, and handover of the tugboat to the Port of Port of Port Elizabeth. All the Works required shall be undertaken in accordance with Classification Societies, South African Maritime Safety Authority (SAMSA) regulations and other relevant legislation. The Contractor is required to ensure proper completion of the works in accordance with the Contract.

The Contractor is obligated to ensure the following but not limited to:

Strictly compliance to the Technical Specification and compliance to all regulatory bodies and local legislations,

Components to be fitted are to be of the latest approved technology, in compliance with the approved designs and relevant regulations.

Compliance to IMO regulations and requirements.

Compliance to SAMSA regulations and requirements.

Compliance to Classification Societies Rules for Ship Construction regulations and requirements.

Compliance to International Convention for Safety of Life at Sea regulations and requirements

In addition to the above the *Contractor* is to take the following guiding principles into consideration when undertaking the *Works*

The works must be strictly in accordance with the technical specification provided with this *Works Information*.

All the Works are to be done in accordance with the very best ship repair practice under SAMSA Class Register or the equivalent standard of such other recognized Classification Society.

The Contractor will be required to ensure that the workboats hull integrity and fittings complies with the relevant legislation/s.

The Contractor will ensure that all drawings and designs are approved by all Classification Societies before the commencement of the works and provide an official report to the Employer/Project Manager.

The contractor will be responsible to ensure that all works to be undertaken on the tugboat is certified by the relevant authority. Where design work is required, the contractor should notify the Employer of such requirement.

The Contractor before commencement of the Works will ensure that hull and superstructure is prepared in accordance with the paint specification/paint scheme as recommended and approved by a competent design engineer, in compliance with SAMSA, all other regulation body before employed on the vessel, a painted sample of material shall be required and tested to assess quality standards and performance.

The Contractor before commencing will ensure that welded sections are compliant with the relevant Classification Society standard, and approved by the design engineering, and all Non- Destructive Testing (NDT) or similar tests have been passed by all relevant bodies and handover to the Employer for acceptance.

The Contractor before commencement of the Works will have to provide the details of how the Work will be executed (i.e., Methodology inclusive of the Quality Control Plans) to the Project Manager and to establish workboats requirements and update method statement accordingly to address their functional requirements.

Upon commission of the tugboat, the Contractor will be required to conduct harbour and sea- trials in accordance to the Class Society standards and handover the tugboat for acceptance to the Employer

State relevant details of what the purpose of the completed works is and how the Employer will utilise the facility in use. This should be a relatively short text inclusion, but potentially expansive if C3.1 Employer's Works Information is not fully Employer design and Contractor needs to know various Employer end-user requirements.

3. Definitions

Acceptable Risk

A risk that has been reduced to a level that can be tolerated having regard for the applicable legal requirements and the Health and Safety Policy adopted for the project.

ALARP (As Low As Reasonably Practicable)

The concept of weighing a risk against the sacrifice needed to implement the measures necessary to avoid the risk. With respect to health and safety, it is assumed that the measures should be implemented unless it can be shown that the sacrifice is grossly disproportionate to the benefit.

Applicant (Permit to Work)

A person requesting permission to perform work for which a Permit to Work is required. Applicants must be authorised (in writing) to receive (or accept) Permits to Work and must be competent to do so by virtue of their training, experience and knowledge of the area or plant in which the work is to be performed.

Authorised Person (Permit to Work)

A person (typically a Project employee or an employee of the client) who has been authorised (in writing) by the client representative to issue Permits to Work within the scope of his designation. A person may only be appointed to issue Permits to Work if he has undergone training and has been assessed and found competent in systems, plant and equipment operation within the scope of his designation.

Authorised Person

A person whether an employee of the network operator or not, who has been specially authorised to undertake specific duties in terms of Transnet' publication Electrical Safety Instructions, and who holds a certificate or letter of authority to that effect.

Barricade

A temporary structure that is erected as a physical barrier to prevent persons from inadvertently coming into contact with an identified hazard.

Benching

The creation of a series of steps in the sides of an excavation to prevent collapse.

Consequence

The outcome of an event expressed qualitatively or quantitatively.

Principal Contractor

An employer performing construction work, or providing related or supporting services, on a project site.

Competent Person

A person who has in respect of the work or task to be performed the required knowledge, training, experience and as per act cr2014.

Construction Supervisor

A competent person responsible for supervising construction activities on a construction site.

Clearance Certificate

A signed declaration by an Isolation Officer that a specified hazardous energy source associated with a particular system, plant or item of equipment has been isolated in accordance with an approved Isolation and Lockout Procedure.

Electrical Officer The person appointed in writing by the Project Manager in terms of this specification as the person who shall be consulted by the Contractor in all electrical matters to ensure that adequate safety precautions are taken by the Contractor.

Excavation

Any man-made cut, cavity, pit, trench, or depression in the earth's surface formed by removing rock, sand, soil or other material using tools, machinery, and / or explosives. Tunnels, caissons and cofferdams are specifically excluded and are not addressed in this standard.

First-Aid Injury (FA)

A first-aid injury is any one time treatment and any follow up visit for observation of minor scratches, cuts, burns, splinters and the like which do not normally require medical care. Such treatment is considered to be first aid even if administered or supervised by a medical practitioner.

First aid includes any hands on treatment given by a first aider. (E.g. Band-Aid, washing, cleansing, pain, relief). The following procedures are generally considered first aid treatment:

- Application of Antiseptics.
- Application of Butterfly adhesive dressing or sterile strips for cuts and lacerations.
- Administration of tetanus shot(s) or booster(s). However, these shots are often given in conjunction with more serious injuries, consequently injuries requiring these shots may be recordable for other reasons.
- Application of bandages during any visit to medical personnel.
- Application of ointments to abrasions to prevent drying or cracking.
- Inhalation of toxic or corrosive gas, limited to the removal of the employee to fresh air or the one time administration of oxygen for several minutes.
- Negative X-Ray diagnosis.
- Removal of foreign bodies not embedded in the eye if only irrigation is required.
- Removal of foreign bodies from a wound if procedure is uncomplicated, for example by tweezers or other simple technique.
- Treatment for first degree burns.
- Use of non-prescription medications and administration of single dose of prescription medication on first visit for any minor injury or discomfort.

Hazard

A source of potential harm in terms of human injury or ill health, or a combination of these.

Hierarchy of Controls

A sequence of control measures, arranged in order of decreasing effectiveness, used to eliminate or minimise exposure to workplace health and safety hazards:

- Elimination – Completely removing a hazard or risk scenario from the workplace.
- Substitution – Replacing an activity, process or substance with a less hazardous alternative.
- Isolation (Engineering) Controls – Isolating a hazard from persons through the provision of mechanical aids, barriers, machine guarding, interlocks, extraction, ventilation or insulation.
- Administrative Controls – Establishing appropriate policies, procedures and work practices to reduce the exposure of persons to a hazard. This may include the provision of specific training and supervision.
- Personal Protective Equipment – Providing suitable and properly maintained PPE to cover and protect persons from a hazard (i.e. Prevent contact with the hazard).

Incident (Occurrence)

An event (or a continuous or repetitive series of events) that results or has the potential to result in a negative impact on people (employees, Principal contractors and visitors), the environment, operational integrity, assets, community, process, product, legal liability and / or reputation.

Likelihood

A description of probability or frequency, in relation to the chance that an event will occur.

Lost Time Injury (LTI)

Any occurrence that resulted in a permanent disability or time lost from work of one day/shift or more.

If an employee is injured and cannot return to work in the next shift (will ordinarily miss one whole shift), and the department brings the employee in to only receive treatment by the Supervisor/ Return to Work Coordinator in that shift, this is still considered an LTI.

Lost Time Injury Frequency Rate (LTIFR) - Number of LTI's multiplied by 1 million or 200,000 and divided by labour hours worked.

Light Vehicle

A vehicle that:

- Can be licensed and registered for use on a public road;
- Has four or more wheels, and seats a maximum of 12 adults (including the driver);
- Requires the driver to hold only a standard civil driving licence; and
- Does not exceed 4.5 tonnes gross vehicle mass (GVM), which is the maximum loaded mass of the motor vehicle as specified by:
 - The vehicle's manufacturer; or
 - An approved and accredited automotive engineer, if the vehicle has been modified to the extent that the manufacturer's specification is no longer appropriate.

Examples of light vehicles include passenger cars, four-wheel drive vehicles, sports utility vehicles (suvs), pick-ups, minibuses, and light trucks.

Any vehicle falling outside of this definition must be considered mobile equipment.

Medical Treatment Injury (MTI)

A work injury requiring treatment by a Medical Practitioner and which is beyond the scope of normal first aid including initial treatment given for more serious injuries. The procedure is to be of an invasive nature (e.g. Stitches, removal of foreign body).

The following procedures are generally considered medical treatment:

- Application of sutures (stitches).
- Cutting away dead skin (surgical debridement).
- Loss of consciousness due to an injury or exposure in the work environment.
- Positive X-Ray diagnosis (fractures, broken bones etc.).
- Removal of foreign bodies embedded in the eye.

- Removal of foreign bodies from the wound by a physician due to the depth of embedment, size or shape of object or the location wound.
- Reaction to a preventative shot administered because of an occupational injury.
- Sprains and strains - series (more than one) of hot and cold soaks, use of whirlpools, diathermy treatment or other professional treatment.
- Treatment of infection.
- Treatment for second or third degree burns
- Use of prescription medications (except a single dose administered on first visit for minor injury or discomfort.)

Mobile Equipment

A vehicle (wheeled or tracked) that generally requires:

- The driver to hold a specific state or civil license; or
- The operator to hold a nationally recognized certificate of competency.

Examples of mobile equipment include, but are not limited to, dump trucks, water trucks, graders, dozers, loaders, excavators, forklifts, tractors, back-actors, bobcats, mobile cranes, tele-handlers, drill rigs, buses and road-going trucks.

Near Hit

An incident that has occurred that did not result in any injuries, illnesses, environmental or property damage but had the potential to cause an injury, illness, environmental or property damage.

Regulation

In the context of this guideline, 'Regulation(s)' refers to the Construction Regulations, 2014 required by Section 43 of the Occupational Health and Safety Act 85 of 1993, published under Government Notice R 84 in Government Gazette 37305 of February 2014.

Responsible Representative

The responsible person in charge, appointed by a Principal Contractor, who has undergone specific training (and holds a certificate) to supervise (general or direct) staff under his control who perform general work or to work on, over, under or adjacent to railway lines and in the vicinity of high-voltage electrical equipment.

Risk

A combination of the likelihood of an occurrence of a hazardous event or exposure and the severity of injury or ill health that can be caused by the event or exposure.

Risk Assessment

A process of evaluating the risk arising from a hazard, taking into account the adequacy of any existing control measures, and deciding on whether or not the risk is acceptable.

Risk Management

The systematic application of management policies, processes and procedures to identifying hazards, analysing and evaluating the associated risks, determining whether the risks are acceptable, and controlling and monitoring the risks on an ongoing basis.

Total Occupation

An occupation for a period when trains are not to traverse the section of line covered by the occupation.

Work Permit

A combined written application and authority to proceed with work on or near dead electrical equipment.

4. Abbreviations

DSTI - Daily Safety Task Instruction

CR – Construction Regulations, 2014

CWP – Construction Work Permit

EPC - Engineering Procurement and Construction

EPCM - Engineering Procurement and Construction Management

HIRA - Hazard Identification and Risk Assessment

IMS - Integrated Management System

MS - Management System

OHS Act - Occupational Health and Safety Act No.85 of 1993

PC – Principal Contractor

SOC - Safety Observation and Conversation

TNPA – Transnet National Port Authority

VFL - Visible Felt Leadership

OHS - Occupational Health and Safety

DoEL- Department of Employment and Labour

SACPCMP - The South African Council for Project and Construction Management Professions.

MSDS – Material Safety Data Sheet

5. Contractor Health and Safety Management Plan

The Principal Contractor must comply to Construction Regulation, 7(1)(a).

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

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

- A copy of the Principal Contractor's **Health and Safety Policy**; in terms of the OHS Act section 7
- Procedures concerning **Hazard Identification and Risk Assessment**, including both Baseline and Task-Based Risk Assessments;

- Arrangements concerning the identification of applicable **Legal and Other Requirements**, measures to ensure compliance with these requirements, and measures to ensure that this information is accessible to relevant personnel;
- Details concerning **Health and Safety Objectives** – a process must be in place for setting objectives (and developing associated action plans) to drive continual improvement;
- Details concerning **Resources, Accountabilities and Responsibilities** – this includes the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements, including the appointment of a Project Manager, Health and Safety Officers, Supervisors, Health and Safety Representatives, and First Aiders;
- Details concerning **Competence, Training and Awareness** – a system must be in place to ensure that each employee is suitably trained and competent, and procedures must be in place for identifying training needs and providing the necessary training;
- **Communication, Participation and Consultation** arrangements concerning health and safety, including Safety Observations and Coaching, Toolbox Talks, Daily Safe Task Instructions, project health and safety meetings, and notice boards;
- **Documentation and Document Control** – project-specific documentation required for the effective management of health and safety on the project must be developed and maintained, and processes must be in place for the control of these documents;
- Processes and procedures for maintaining **Operational Control**, including rules and requirements (typically contained in Safe Work Procedures) for effectively managing health and safety risks, particularly critical risks associated with working at heights, confined spaces, mobile equipment and light vehicles, lifting operations, hazardous chemical substances, etc.;
- **Emergency Preparedness and Response** procedures;
- **Management of Change** – a process must be in place to ensure that health and safety risks are considered before changes are implemented;
- **Contractor Alignment** procedures – a process must be in place for the assessment of contractors and suppliers with regard to health and safety requirements and performance (before any contract or purchase order is awarded);
- **Measuring and Monitoring** plans, including a plan for the measuring and monitoring of employee exposure to hazardous substances or agents (e.g. noise, dust, etc.) In order to determine the effectiveness of control measures;
- **Incident Reporting and Investigation** procedures describing the protocols to be followed with regard to incident reporting, recording, investigation and analysis;
- **Non-conformance and Action Management** procedures concerning the management of corrective actions;
- **Performance Assessment and Auditing** procedures concerning health and safety performance reporting, monthly internal audits to assess compliance with the project health and safety requirements, and daily site health and safety inspections; and
- Details concerning the **Management Review** process followed to assess the effectiveness of health and safety management efforts.

Prior to mobilisation, the Principal Contractor Project Specific Health and Safety Management Plan must be forwarded electronically, and as a hard copy, to the Client's Health and Safety Agent (CHSA) for review and approval. The plan will be audited for completeness and, if found to be adequate, will be accepted and approved. Work may not commence until the plan has been accepted and approved.

Should it be identified that the contractor has overlooked a high-risk activity, and the plan is not aligned to Transnet Specification, the plan will not be approved by CHSA.

6. Principal Contractor Health and Safety Policy

The Principal Contractor must develop, display and communicate a Health and Safety Policy that clearly states the contractor's values and objectives for the effective management of health and safety. These values and objectives must be endorsed by the PC's management representatives (OHS Act 16.2 Appointee) and must be consistent with those adopted for the project.

The policy must be signed and dated, and must be reviewed annually.

The policy must commit to:

- Compliance with all applicable legal requirements;
- The effective management of health and safety risks;
- The establishment of measurable objectives for improving performance, and the provision of the necessary resources to meet these objectives;
- The prevention of incidents, and
- Achieving continual improvement with regard to health and safety performance.

All employees of the Principal Contractor as well as the employees of any Sub-Contractor that may be appointed by the contractor must be made aware of the policy. This must be done through Health and Safety Induction Training and Toolbox Talks .

A copy of the policy must be displayed in each meeting room and on each notice board.

7. Hazard Identification and Risk Assessment (OHS Act, Constr. Regulations 9)

The Principal Contractor must comply to Construction Regulations, clause 9.

Detailed hazard identification and risk assessment processes must be followed for all work to be performed as well as for all associated equipment and facilities.

The client will provide a baseline risk assessment informing Contractor on the hazards and risks on site. Contractor must ensure that effective procedures and risk assessment systems are in place to control hazards and to mitigate risks to levels that are as low as is reasonably practicable.

7.1 Task-Based Risk Assessments

The Principal Contractor must carry out detailed project-specific Task-Based Risk Assessments which must be reviewed and approved by the Client's Health and Safety Agent and Project Construction Manager prior to the commencement of any work. The risk assessment process must be facilitated by a competent person (Risk Assessor) who has been appointed in writing. The contractor's site management representatives, supervisory

personnel, technical experts (as required) and workforce personnel directly involved with the task being examined must participate in the risk assessment process. An attendance register must be completed and retained.

Please Note: Under no circumstances may a Contractor Health and Safety Officer (CHSO) perform a risk assessment in isolation. The active participation of all persons referred to above is mandatory.

A Task-Based Risk Assessment must at least:

- Be accompanied by a Work Method Statement (describing in sufficient detail how the specific job or task is to be performed in a logical and sequential manner) and Safe Working Procedure;
- Provide a breakdown of the job or task into specific steps;
- Identify the hazards and potential risk scenarios associated with each step;
- Include consideration of possible exposure to noise, heat, dust, fumes, vapours, gases, chemicals, radiation, vibration, ergonomic stressors, or any other occupational health hazard or stressor;
- Describe the control measures that will be implemented to ensure that the risks are managed to levels that are as low as is reasonably practicable; and
- Assign an initial risk rating (without taking any control measures into consideration) and a residual risk rating (taking the identified control measures into consideration) to each risk scenario.
- A Task-Based Risk Assessment must be reviewed and, if necessary, updated:
 - On an annual basis (as a minimum);
 - When changes are made to the associated Work Method Statement; and
 - Following an incident.

8. Legal and Other Requirements

The Principal Contractor must comply with the requirements of all applicable health and safety legislation as well as TNPA's project-specific standards and procedures as amended from time to time.

The PC must compile and maintain a register of all legal and other requirements applicable to the work that will be carried out and / or services that will be provided. This register must be updated regularly to ensure that it remains relevant.

Applicable laws and standards must be appropriately communicated to all employees of the Contractor (as well as the employees of any contractors that may be appointed by the Principal contractor) through training, Toolbox Talks, and Daily Safe Task Instructions.

9. Health and Safety Objectives

In order to drive continual improvement, the Principal Contractor must set project-specific health and safety objectives, and must develop improvement action plans to achieve these objectives. The Principal contractor's objectives must be aligned with the objectives set for the project as a whole as required by the Construction Regulations 7.

Eliminating health and safety hazards, minimising health and safety risks, preventing incidents, injuries and illnesses, and ensuring legal compliance must be the primary considerations for setting objectives.

When setting objectives, consideration must be given to the following:

- Leading indicators such as inspection findings, audit findings, hazard reporting, and observations;
- Lagging indicators (i.e. Incidents including Near Hits);
- Leading practices and lessons learnt; and
- Injury frequency rates with due understanding that the goal is “no harm”.

The objectives must be specific and measurable. The improvement action plans must specify the resources (both human and financial) required to achieve the objectives, the person’s responsible, and realistic timeframes for completion. The Contractor must ensure that adequate resources are allocated and that progress towards meeting the objectives is monitored regularly.

The objectives and associated improvement action plans must be documented and must be communicated to all Contractor employees. Furthermore, to ensure that the objectives remain relevant, they must be reviewed on a quarterly basis and whenever significant change has taken place on the project (i.e. Changes to activities, scope of work, operating conditions, etc.).

10.1 Duties of Principal Contractor

The duties of the Principal Contractor are as per the Construction regulations of 2014, regulation 7(1) – (8).

10.1.1 Cost for Health and Safety

In terms of the Construction Regulations (2014), it is TNPA’s duty to ensure that the cost for health & safety has been provided for by the Principal Contractor, before appointment.

The contractor shall make provision for the cost of HSE measures in order to ensure safe execution of construction work.

10.1.2 Health and Safety Management System

The contractor must develop, implement, and maintain a health and safety system procedures and processes, these procedures shall be signed and approved by the contractor’s management.

The approved procedures shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes. These procedures includes procurement management, cost management, hazard identification and risk assessment, risk management, incident and accident management, legislative framework, health and safety communication, emergency preparedness and response, internal audits, etc.

10. Resources, Accountabilities and Responsibilities

The Principal Contractor must adequately allocate resources, responsibility and accountability to ensure the effective implementation, maintenance and continual improvement of the Principal contractor’s health and safety management system on the project.

For each role that carries health and safety accountability and / or responsibilities (including legislative requirements), a role description detailing the accountability and / or responsibilities must be documented.

All health and safety appointments (i.e. the assignment of specific health and safety responsibilities to individuals in accordance with legal or project requirements) must be done in writing. Documented proof of each appointment (i.e. a signed appointment letter) must be retained.

Principal Contractor should not discharge any legal responsibilities to employees who are not legally appointed.

The Principal Contractor must comply with the requirements of all applicable legislation concerning health and safety related appointments and delegations for the project.

A health and safety organisational chart specific to the project must be documented and maintained. All roles that carry health and safety accountability and / or responsibilities must be included, and all individuals that carry health and safety legal appointments must be clearly identified.

The provision of dedicated health and safety professionals registered on the project must be appropriate for the nature and scale of the work to be carried out.

The Principal Contractor is solely responsible for carrying out the work under the contract whilst having the highest regard for the health and safety of all persons on the project site.

Health and safety is the responsibility of each and every individual on the project, but in particular, it is the responsibility of the Principal contractor's management team who must set the tone.

Visible commitment is essential to providing and maintaining a safe workplace. The Contractor managers and supervisors at all levels must demonstrate their commitment and support by adopting a risk management approach to all health and safety issues. These individuals must consistently take immediate and firm action to address violations of health and safety rules, and must actively participate in day to day activities with the objective of preventing harm.

The Principal Contractor's management representatives are responsible and accountable for health and safety performance on the project. Key responsibilities include the following:

- Preparing, implementing and maintaining a risk-based Health and Safety Management Plan specific to the work that will be carried out;
- Establishing, implementing and maintaining health and safety programmes and procedures to ensure that all work is carried out in compliance with the requirements of this specification, the contract, and all applicable legislation;
- Establishing, implementing and maintaining effective hazard identification and risk management processes and procedures to ensure that all reasonably foreseeable hazards are controlled in order to minimise risk;
- Providing the resources necessary to meet the requirements of this specification;
- Ensuring that all contractor employees have clearly defined responsibilities with regard to health and safety, and that these responsibilities are clearly communicated and understood;
- All costs associated with meeting these responsibilities shall be borne by the contractor.
- Any cost associated with any work stoppage due to non-compliance with a health and safety requirement shall be for the contractor's account.

11.2 Health and Safety Officer(s)

The Contractor must comply with Construction Regulations, clause 8(5).

The Principal Contractor must appoint a full-time Health and Safety Officer (s) (CHSO) for the duration of the contract.

The HSO must be on site when work commences at the start of the day and must remain on site until all activities has ended for that day. A HSO must be present during all shifts, so if work is carried out over more than one shift per day, the contractor must make provision for an additional CHSO.

The CHSO shall be responsible for:

- Reviewing all applicable legal and project health and safety requirements and providing guidance to contractor and sub-contractor personnel (particularly the contractor's Project / Construction Manager) to help ensure compliance at all times;
- Assisting with the implementation of effective hazard identification and risk management processes for all work to be carried out by the contractor;
- Participating in the Baseline Risk Assessment for the contractor's scope of work (prior to site establishment) and ensuring that identified control measures are implemented;
- Participating in all Task-Based Risk Assessments conducted for the work to be carried out by the contractor and ensuring that identified control measures are implemented;
- Conducting contractor health and safety induction training for all contractor and sub-contractor personnel;
- Compiling and maintaining all health and safety related documents and records required of the contractor;
- Communicating relevant health and safety information to contractor and sub-contractor personnel (e.g. incidents and lessons learnt, leading practices, hazards, risks and control measures, etc.);
- Carrying out Safety Observations and Coaching (one per day);
- Evaluating (on a daily basis) the content of the Daily Safe Task Instructions (DSTI's) conducted by the contractor's appointed supervisors, and attending at least one DSTI each day;
- Attending monthly Contractor and Site Health and Safety Meetings;
- Assisting with the implementation of the contractor's Health and Safety Management Plan and associated Safe Work Procedures;
- Carrying out Planned Task Observations on an ad hoc basis;
- Assisting with the implementation, testing and maintenance of an effective Emergency Response Plan for all contractor and sub-contractor activities;
- Responding to workplace incidents (as appropriate);
- Participating in incident investigations;
- Maintaining accurate health and safety statistics (for the contractor and all sub-contractor), and compiling health and safety performance reports as required;
- Auditing the health and safety management system and workplace activities of the contractor and each sub-contractor on a monthly basis to assess compliance with the project health and safety requirements; and
- Tracking and reporting on the implementation of corrective actions (arising from incident investigations, audits, inspections, etc.).
- The Contractor must ensure that HSO is adequately equipped to enable him to perform his duties effectively. Each HSO must be provided with the following:

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

10.3 Supervisor(s)

The contractor must ensure that all works are supervised at all times by an adequate number of qualified, competent and appointed supervisors who have experience in the type of work being carried out.

No work may be carried out without an appointed supervisor being physically present in the work area and daily safety task instruction (DSTI) has been conducted and signed.

Each Supervisor shall be responsible for:

- Ensuring that all work carried out under his supervision is done so in accordance with the requirements of all applicable legislation, rules, standards, specifications, plans and procedures;
- Participating in Task-Based Risk Assessments;
- Ensuring that all employees under his supervision are made aware of the hazards, risk scenarios and control measures identified in relevant risk assessments;
- Ensuring that the control measures stipulated in all relevant risk assessments are in place and are implemented fully for all work carried out under his supervision;
- Ensuring that all employees under his supervision conduct pre-task hazard assessments when necessary;
- Driving the achievement of health and safety objectives set for his team;
- Ensuring that the necessary written appointments are in place for each employee under his supervision (e.g. first aider, mobile crane operator, etc.);

- Ensuring that all employees under his supervision attend all required training;
- Ensuring that no employee carries out any work that he is not competent to perform or has not been appointed to perform;
- Identifying training needs within his team;
- Carrying out Safety Observations and Coaching (eight per month);
- Conducting a weekly Toolbox Talk with his team;
- Leading a Daily Safe Task Instruction discussion with his team;
- Attending Health and Safety Meetings as required;
- Maintaining a Health and Safety Management Information Notice Board in the work area for which he is responsible;
- Recording, on a daily basis, a description of the day's activities as well as a breakdown (by occupation) of the personnel on site under his supervision;
- Ensuring that all Safe Work Procedures applicable to the work carried out under his supervision are adhered to and are fully implemented;
- Carrying out Planned Task Observations (four per week);
- Ensuring that emergency response procedures are understood by all employees under his supervision and that these procedures are followed in the event of an emergency;
- Reporting all incidents immediately, participating in incident investigations, communicating the lessons learnt to all employees under his supervision, and implementing corrective actions where required; and
- Carrying out workplace health and safety inspections.

Each supervisor must accept these responsibilities in writing as part of his appointment.

Each Supervisor must be equipped with a mobile telephone to ensure that effective communication can be maintained for the duration of the contract.

11. Competence, Training and Awareness

Each employee (including contractor employees) must be suitably trained, competent, and must understand the health and safety hazards, risks and control measures associated with his work as required by the OHS Act 85 of 1993.

The Principal Contractor must implement systems and procedures to ensure that:

- The necessary competencies required by employees are identified (by occupation), along with selection, placement and any training requirements;

Please Note: Specific competency profiles and selection criteria (fitness for work) must be developed for all roles where significant health or safety risk exists.

Please Note: A formal training needs analysis must be carried out based on the competency profiles and a training matrix must be developed for the project.

Roles requiring technical certification, registration or licensing are identified and documented, and these roles are filled only by suitably qualified personnel;

- Minimum core health and safety skills required by employees in leadership and supervisory roles are identified and suitable training is provided including hazard identification and risk assessment, incident investigation, and health and safety interactions (i.e. Observation and coaching techniques);
- Competency-based training is provided and it includes operational controls (procedures and work instructions), management of change, and emergency response;
- All employees hold and maintain the required competencies (including appropriate qualifications, certificates and licences) and are under competent supervision;
- A site-specific induction and orientation programme that highlights health and safety requirements, procedures, and significant hazards, risks and associated control measures is in place for all new employees and visitors (understanding must be assessed);
- Personnel are trained and / or briefed on new or amended standards, rules, safe work procedures, risk assessments, etc.;
- Refresher training is carried out as required (e.g. Re-induction following an absence from site);
- Records of education, qualifications, training, experience and competency assessments are maintained on site for all employees; and
- The effectiveness of training is reviewed and evaluated.

Prior to the commencement of any work, including mobilisation and site set-up activities, the Principal Contractor must provide, to the satisfaction of the client representative, current documentation verifying that the Principal contractor's employees, as well as the employees of any appointed sub-Principal contractors, are competent and have the necessary qualifications, certificates, licences, job skills, training and experience (as required by this specification and applicable legislation) to safely carry out the work that is to be performed.

The Principal Contractor and Contractor must ensure that the following training takes place:

- how to access and egress the suspended platform safely;
- how to correctly operate the controls and safety devices of the equipment;
- information on the dangers related to the misuse of safety devices; and
- information on the procedures to be followed in the case of-
 - o an emergency;
 - o the malfunctioning of equipment; and
 - o the discovery of a suspected defect in the equipment;
 - o an instructions on the proper use of body harnesses.
- Training for all operators of construction vehicles and mobile plant.

A Principal Contractor must at all times keep on his or her construction site records of the health and safety induction training and such records must be made available on request to an inspector, the client, the client's agent or the contractor;.

Please Note: Only certified copies of certificates, licences, etc. will be accepted.

11.1 Health and Safety Induction Training

Each employee must attend all mandatory Health and Safety Induction Training applicable to the project. No employee will be permitted to enter any project work site until he has attended this training. Each employee must carry proof that he has completed the induction training and may be removed from a site if such proof cannot be produced on request, this as required by the Construction Regulations 7(5).

Furthermore, employees must attend (where applicable) Area-Specific Health and Safety Induction Training pertaining to the particular hazards identified in the area(s) where the employees will be working. No employee will be permitted to enter a work area until he has attended the relevant area-specific training.

All visitors must receive a visitor induction briefing before entering any project work site. However, this induction does not permit a visitor to enter a site unescorted. Visitors must be accompanied at all times by an appropriately senior employee who has been fully inducted.

11.2 Specific Training and Competency Requirements

The following specific training and competency requirements must be complied with.

Please Note: An employee must be trained, assessed and found competent before he will be given authorisation to perform certain tasks or fill certain roles.

Table 13-1: Specific Training and Competency Requirements

Training	Applicable To
Health and Safety Induction	All employees, Managers and visitors
Safety Observations and Coaching (Safety Interactions)	All employees
Risk Assessment*	All managers, supervisors and Safety personnel
Incident Investigation	All managers and supervisors
Safety Leadership	All managers and supervisors
Legal Liability*	All managers and supervisors
Health and Safety Rep*	All elected Health and Safety Representatives
First Aid Levels 2 and 3*	All nominated First Aiders
Fire Fighting (Fire Extinguisher Use)*	All employees
Permit to Work	All Authorised Persons (i.e. Permit issuers) and all Applicants (i.e. Employees who will be applying for permits)
Isolation and Lockout	All Authorised Persons (i.e. Persons who authorise work that requires Isolation and Lockout), all Isolation Officers, and all Applicants (i.e. Persons who request permission to work on systems or equipment requiring Isolation and Lockout)
Confined Space Entry*	All employees

Training requirements marked with an * must be arranged through accredited external training institutions by the Principal contractor.

12. Communication, Participation and Consultation

The Principal Contractor must develop and maintain effective communication and consultative processes (allowing for a two-way dialogue) for the duration of the project to ensure that:

- All personnel are kept up to date with regard to health and safety matters (e.g. Hazards and risks, incidents and lessons learnt, leading practices, performance against objectives, etc.);
- General health and safety awareness levels are kept high;
- Prompt feedback is given to personnel with regard to health and safety issues or concerns that they raise; and
- Relevant, and often critical, health and safety related information (e.g. Design changes, instructions, reporting of hazardous conditions or situations, etc.) Is effectively disseminated.

This must be achieved as follows:

12.1 Toolbox Talks

The Principal Contractor must prepare a Toolbox Talk on a weekly basis and must share it with all personnel for which the PC is responsible (including all contractors). Toolbox Talks must address health and safety issues that are relevant to the work performed on the project site(s) and must include information and / or knowledge sharing, lessons learnt from incidents that have occurred, information concerning specific hazards and / or risks and control measures to prevent injury, etc.

Attendance records must be kept and maintained in the Principal Contractor's health and safety file.

12.2 Daily Safe Task Instructions (DSTI's)

A Daily Safe Task Instruction (DSTI) is a pre-start discussion amongst the members of a work team, led by the appointed supervisor, aimed at anticipating hazards and potential risks associated with the activities planned for the day or shift, and ensuring that the necessary control measures are in place to prevent incidents.

At the start of each day or shift, prior to the start of any work, each appointed supervisor must inspect the work area for which he is responsible and ensure that it is safe. He must then conduct a DSTI with his work team specifically concerning the tasks that they will be performing during the course of the day or shift. The relevant Task-Based Risk Assessment for the activity must be used as the basis for the discussion. The correct work method must be reiterated, and the identified hazards, risks and control measures must be discussed with the team (each team member must be given the opportunity to contribute and participate in the discussion).

Any team member arriving late must first be taken through the information that was discussed (work method, hazards, risks and control measures) before being permitted to start working. If the work method changes after activities have already begun, the DSTI must be revisited and updated with the team, and the changes must be signed off by the relevant Contractor Health and Safety Officer.

Every member of the work team must sign the DSTI attendance register. The attendance records must be kept and maintained in the Principal Contractor's health and safety file.

The Principal Contractor's Construction Health and Safety officer must evaluate the content of the DSTI's daily to ensure that they are task specific. Furthermore, the Construction Health and Safety officer must attend at least one DSTI per day prior to the start of work. The Construction Health and Safety Officer may not lead the DSTI discussions, as this is the responsibility of the appointed supervisor.

12.3 Health and Safety Meetings

The Principal Contractor must schedule and consistently hold monthly health and safety meetings. These meetings must be chaired by the PC's Construction / Project Manager and all project team must be in attendance.

The Principal Contractor must compile minutes of each meeting and attendance records must be kept. These records must be maintained in the contractor's health and safety file.

Note: Where there are other Contractors working in the same construction site, an interface meeting must be held every morning by all contractor's Construction Managers, CHSOs, Construction Supervisors and Health and Safety Representatives.

13. Documentation and Document Control

The Principal Contractor must develop and maintain project-specific documentation required for the effective management of health and safety on the project.

All documents related to the Principal contractor's health and safety management system must be effectively controlled.

The Principal Contractor must establish a process for the systematic control of health and safety records and related data. Controls must be in place for the creation, receipt, secure storage, maintenance, accessing, use and disposal of such records and data.

The confidentiality and security of records and data must be maintained in a manner that is appropriate for the nature of the records and data, and in accordance with any applicable data or privacy protection legislation.

13.1 Contractor Health and Safety File Requirements

The Principal Contractor must compile and maintain a file containing all necessary health and safety related documentation. The client should provide construction work permit to be displayed and kept on site at all times. The contents of the file will be audited by Client's Health and Safety Agent / Representative on a monthly basis. Required documentation includes, but is not limited to, the following:

- Letter of Good Standing from the Workman's Compensation Commissioner (where applicable) must have DoL stamp;
- Proof of Public Liability Insurance;
- Scope of Work under the contract;
- List of Contacts and their Telephone Numbers;
- Health and Safety Policy;
- Approved Contractor Health and Safety Management Plan;
- Organisational Chart for the project;
- Appointment Letters (appointment of the contracting company, and appointments for all persons with health and safety related responsibilities);
- Notifications to the relevant authorities that construction work is in progress e.g. CWP;
- Baseline and Task-Based Risk Assessments;
- Health and Safety Objectives, and associated Improvement Action Plans;
- Safe Work Procedures, Work Instructions and Work Method Statements;
- Planned Task Observations;
- A dossier (Equipment Profile) for each fuel-driven vehicle or machine;
- Inspection Registers, Forms and Checklists (e.g. for portable electrical tools, ladders, safety harnesses, light vehicles, mobile equipment, lifting equipment and lifting tackle, first aid boxes, fire extinguishers, etc.);
- PPE Issue Registers;

- Material Safety Data Sheets;
- Emergency Response Procedures;
- Incident Records;
- A dossier (Employee Profile) for each employee containing:
 - a) A copy of the employee's Identity Document or Passport;
 - b) Certificate of Fitness (Pre-Employment Medical Examination);
 - c) Proof of Induction Training;
 - d) Other Training Records;
 - e) Copies of Qualification Certificates and / or Certificates of Competency; and
 - f) Copies of Licences;

The Principal Contractor must ensure that an equivalent file is compiled and maintained by each appointed sub-contractor.

14. Operational Control

For project operations and activities, the Principal Contractor shall implement and maintain:

- Operational controls, as applicable to the organization and its activities;
- The organization shall integrate those operational controls into its overall OH&S Management System;
- Controls related to purchased goods, equipment and services;
- Controls related to Principal contractors and other visitors to the workplace;
- Documented procedures, to cover situations where their absence could lead to deviations from the OH&S policy and the objectives;
- Stipulated operating criteria where their absence could lead to deviations from the OH&S policy and objectives.

14.1 Safe Work Procedures

The Principal Contractor must develop, document and implement Safe Work Procedures for all activities involving significant health or safety risk. These procedures must detail the control measures required to effectively manage the health and safety risks associated with the work activities.

Each Safe Work Procedure must be consistent with the Task-Based Risk Assessment completed for the activity.

Every person engaged in an activity for which a Safe Work Procedure has been developed must receive suitable training on the procedure.

14.2 Method statements

The contractor shall compile method statements detailing the key activities to be performed and where governed by legislation in order to reduce as reasonable practicable the hazards identified in their risk assessment. The method statement shall be signed and approved by the contractor's management. The approved method statement shall be communicated and appropriate training shall be provided to employees. The records of communication and training shall be kept on site for inspections and audits purposes.

14.2 Management Participation and involvement CR 8

14.2.1 Visible Felt Leadership (VFL) and Safety Observations and Coaching (SOC's)

The Principal Contractor's supervisory personnel (i.e. Managers and supervisors) must participate in the project's Visible Felt Leadership (VFL) programme. Each manager and each supervisor must, as part of his normal duties, perform Safety Observations and Coaching (SOC's). The intention of this programme is to encourage interaction between supervisors and workers concerning health and safety matters in order to:

- Reinforce behaviours consistent with standards, procedures and management system requirements;
- Correct behaviours inconsistent with standards, procedures and management system requirements; and
- Verify whether employees have the necessary training, certification, equipment, etc.

14.2.2 Planned Task Observations

All Principal Contractor, management supervisors must perform Planned Task Observations (PTO's) to verify that the control measures that have been identified in Safe Work Procedures (and associated Risk Assessments) are being adhered to and are being properly implemented, and to provide guidance where deviations are noted.

Each supervisor must complete at least one PTO per week involving one or more employees in his work team.

14.3 General Rules of Conduct

All persons are required to conform to the following rules of conduct while on the site.

The following acts are prohibited:

- Engaging in practical jokes, horseplay, scuffling, wrestling, fighting, or gambling;
- Assault, intimidation, or abuse of any person;
- Insubordination towards any supervisor or manager;
- Refusing to carry out a reasonable and lawful instruction concerning health and safety;
- Entry into any restricted area (including barricaded areas), unless authorised to do so by the responsible person;
- Unauthorised use / operation of any equipment or machinery;
- Negligently, carelessly or wilfully causing damage to any property;
- Destroying or tampering with safety devices, signs, or signals;
- The use of water from fire hydrants or hose reels for any purpose other than extinguishing a fire;
- The wilful and unnecessary discharging of fire extinguishers;
- Refusing to give evidence or deliberately making false statements during incident investigations;
- Bringing alcohol, drugs, or any other intoxicating substance onto site;
- Bringing a firearm, ammunition, or any other offensive weapon onto site;
- Bringing animals onto site;
- Running, except in an emergency;
- The use of an ipod (or similar) whilst working on site;
- Sleeping on the job;
- Building fires on site, unless in a suitably constructed barbequing facility; and

- Pouring / pumping / flushing any substance (chemical / hydrocarbon / waste water) into a storm water drain, onto bare soil, or into any area where the substance is not effectively contained.

Any of the above actions may result in the temporary or permanent removal of the offending person(s) from site, as well as possible prosecution. The decision of the client representative shall be final and binding in respect of any dispute that may arise from the interpretation of these requirements.

14.3.1 Alcohol, Drugs and Other Intoxicating Substances

The Principal Contractor must ensure that all personnel under his authority do not at any time enter the site or perform any work whilst under the influence of alcohol, a drug, or any other intoxicating substance.

A drugs and alcohol testing program will be implemented. Persons entering the site will be tested. Any person who tests positive for alcohol or drug consumption will be subject to disciplinary action and shall be permanently removed from the site.

Any person have the opportunity to rather report that he/she is under the influence before accessing the project site – in these case the employee may only be send home for the day by the responsible project manager representative but will then be tested for the following five days (each day) on his return to the project site. If it is found that the same person is frequently reporting that he/she is under the influence before even accessing the project site. It shall be the responsibility of the client representative to take disciplinary action and remove such a person's form the project site.

Note: All personnel involved in an incident / accident must immediately be subjected to an alcohol test and a drug test as part of the investigation.

14.4 Signs and Notices

The Principal Contractor must ensure that all required safety signs and notices are prominently displayed in accordance with the applicable legislation and good safety practice.

Signs and notices must be in English as well as any other language(s) commonly spoken on the project site.

All symbolic signs must comply with the applicable national standards.

No person may deface or damage any safety sign or notice. No person may remove or alter any safety sign or notice unless authorised to do so.

14.5 Machinery

The Principal Contractor must ensure that all plant and equipment brought onto the site is:

- Appropriate for the type of work to be performed
- Approved, inspected, tested, numbered and tagged (if appropriate) before being brought onto site
- Properly maintained in accordance with the manufacturer's recommendations; and
- Placed on a register and checked at least once per month or as required by the applicable legislation.

The Principal Contractor must supply, at his cost, all items of plant and equipment necessary to perform the work and must maintain all items in good working order.

Should any plant or equipment become inoperable for a period that is having or will have a significant impact on the work schedule, the Principal Contractor must, on instruction from the client representative, remove the out of service plant or equipment and replace it with similar fully operational plant or equipment at no additional cost.

No item of plant or equipment delivered to site for use on the contract may be removed from the site prior to the completion of the contract without approval in writing from the client representative.

14.6 Permit to Work

All personnel must comply with the Permit to Work system applicable to the project.

A Permit to Work must be obtained before carrying out any work that involves:

- A hazardous energy source or system, including electricity, compressed fluids (e.g. hydraulics and pneumatics), chemical substances (e.g. toxic, corrosive, flammable or explosive gases and liquids), heat (e.g. steam), radiation, and machinery or materials with potential energy (gravitational and elastic) – isolation and lockout may be required;
- Confined space entry;
- Working at height;
- Hot work outside of designated workshops;
- Excavation; or
- A service (e.g. water supply, fire suppression systems, etc.).

14.7 Isolation and Lockout

Isolation and lockout procedures that make it impossible to inadvertently energise any system, plant or equipment so isolated, must be in place for all work where hazardous energy sources exist, including electricity, compressed fluids (e.g. hydraulics and pneumatics), chemical substances (e.g. toxic, corrosive, flammable or explosive gases and liquids), heat (e.g. steam), radiation, and machinery or materials with potential energy (gravitational and elastic). These procedures must be strictly enforced.

All personnel must comply with the isolation and lockout system and procedures applicable to the project.

All Isolation and Lockout Procedures must incorporate the following basic requirements:

- The issuing of a formal Permit to Work for any work that requires the isolation of any system, plant or equipment;
- The use of defined Equipment, Discipline and Personal Locks and multiple lockout systems (i.e. Isolation Bars and lockout hasps);
- Clear identification of all isolation and lockout points ensuring there is no duplication;
- Isolation of the main energy source;
- The use of slip plates or the blanking off of pipelines or ducting, in addition to the chaining and locking of valves, as determined by a risk assessment;
- Suitable methods of preventing the movement of equipment; and
- Methods to test the effectiveness or completeness of the isolation.

Note: In the case of electrical isolation, a test for voltage must be carried out, after the switching device, to ensure the absence of voltage.

- The Isolation Officer must place the key to the Equipment Locks on an Isolation Bar (at a Lockout Station) and must then attach a Discipline Lock (to prevent the key from being removed) before issuing a Clearance Certificate;
- The Discipline Lock must remain in place when handing over to subsequent shifts. All Discipline Locks for a particular discipline (e.g. low voltage electricity) must be keyed-alike so that any Isolation Officer appointed for that discipline (and issued with a key) can open any of the Discipline Locks used for that discipline. This enables an Isolation Officer to de-isolate equipment that may have been isolated by another Isolation Officer during an earlier shift. Appointed Isolation Officers for a particular discipline are the only persons permitted to hold keys to the Discipline Locks used for that discipline.

14.8 Electrical Safety

All electrical work must be carried out by competent personnel in accordance with all legal requirements, codes, design criteria and safety standards applicable to the project.

Each Contractor carrying out electrical work on the project site(s) must develop, document and implement Safe Work Procedures that are aligned with the requirements of this standard.

All persons who will be carrying out electrical work must be certified against the requirements of job and equipment-specific electrical competency standards for the project, which must address job and equipment-specific Safe Work Procedures.

Each person potentially exposed to electrical hazards must receive electrical hazard training at the commencement of his employment on site and thereafter on an annual basis. The training must address the equipment and conditions specific to the area where the individual will be working. The training material must be documented and training records must be kept.

14.8.1 High Voltage Power Lines

Before any mobile equipment (such as a crane, bulldozer, back-actor, boom truck or drill rig) is mobilised to a work site, an assessment must be carried out (including a thorough inspection of the work site and the access route) in order to clearly identify any overhead or underground power lines.

A system must be in place to mitigate the risks associated with working in close proximity to power lines and suitable measures must be taken to prevent personnel or equipment from coming into contact with power lines. Extreme caution must be exercised.

Where possible, exclusion zones (based on minimum clearance distances specified by the electrical power utility or the client representative) must be created with rigid barriers and warning signs.

Only in exceptional circumstances, and then only after a detailed method statement and risk assessment has been approved, all necessary mitigation or control measures are in place (including the use of a spotter), and a Permit to Work has been issued by the client representative, may equipment be operated within one boom length of energised overhead power lines. Suitable protective insulating barriers may need to be used.

If possible, the power lines must be de-energised and isolated while the work is carried out.

All equipment operators and rigging personnel must be trained in the hazards and the applicable safe approach distances (exclusion zones) associated with overhead power lines.

A procedure must be in place for the evacuation of mobile equipment or a vehicle in the event of accidental contact with power lines. All operators must be trained in this procedure and must follow it implicitly.

Note: Works on, over, under or adjacent to Railway Lines and near High Voltage Equipment must comply with Transnet E7/1 Specification.

14.8.2 Welding

The Principal Contractor shall comply with General Safety Regulations 9.

14.8.3 Compressed Gas Cylinders

The Principal Contractor must establish a suitable storage area for oxygen, acetylene, LPG and argon cylinders in compliance with the following requirements:

- Compressed gas cylinders must always stand upright (i.e. when being used, stored or transported) and must be properly and individually secured to prevent them from falling over.
- Cylinders must be protected from flame, heat and from being struck by moving equipment and falling objects.
- When handling gas cylinders (whether full or empty), care must be taken to prevent sudden impacts.
- Whenever a cylinder is not in use, the protective cap must be in place to prevent the valve from being damaged.
- Gas cylinders may not be carried, dragged, rolled or slid across a floor or surface.
- When gas cylinders are to be moved / used, they must be placed in a proper cylinder trolley fitted with a 1.5kg dry chemical powder fire extinguisher.
- Gas cylinders may not, under any circumstances, be used as rollers or work supports.
- If transported by crane, hoist or derrick, compressed gas cylinders must be placed in a suitable cradle, net or skip box. Cylinders may NEVER be lifted using wire rope, fibre rope, a web sling or a chain sling. Before moving / transporting a gas cylinder, the regulator must be removed and the protective valve cap must be replaced. Gas cylinders may not be taken into a confined space. Gas hoses that are run into a confined space must be removed during breaks.
- Cylinder valve keys must be in place. If no suitable valve key is available then the cylinder may not be used. Nothing but the manufacturer-supplied key may be used to open the valve.
 - A flashback arrestor and a check valve (non-return valve) must be installed between the regulator and the hose and between the hose and the torch on the oxygen line and on the fuel (acetylene) line.
 - Connection fittings may not be forced and safety devices associated with cylinder valves or regulators may not be altered / tampered with.
 - Gas hoses may not be joined. Only approved hose connectors of the crimp type are permitted. Wire and jubilee clamps are prohibited.
 - Only high quality ancillary equipment may be used. This includes flashback arrestors, hoses, clamps, spindle keys, nozzles and torches.
 - Only trained and competent personnel may operate gas welding / cutting equipment and appliances.
 - When an employee opens the valve to a cylinder, he must stand to one side and open it slowly. Valves may never be left partly open – they must either be closed or be opened fully.
 - Leaking cylinders must immediately be removed from service and the workplace (if it is safe to do so). Suitable firefighting equipment must be at hand wherever gas cylinders containing oxygen and / or fuel gas are being used.
 - Gas cylinders must be prevented from coming into contact with electrical circuits, e.g. welding leads. Never strike an arc on a cylinder.
 - Oxygen may only be used for the purpose for which it is provided. Do not use oxygen in pneumatic tools or tyres, as an explosion may occur.
 - Empty cylinders must immediately be marked as such and must be removed to the cylinder storage area at the end of each day / shift.

14.8.4 Portable Electrical Equipment

The Principal Contractor shall comply with Electrical Machinery Regulation 10.

14.9 Electrically Powered Tools and Equipment

All powered hand tools, such as circular saws, drills, chainsaws, percussion tools, jigsaws etc., must be equipped with a constant pressure switch that will shut off the power when the pressure is released. (Exception: this requirement does not apply to concrete vibrators, concrete breakers, powered tampers, jack hammers, rock drills, and similar hand operated power tools).

Electrical power tools must be of the approved double-insulated type. The electric cord, pneumatic or hydraulic supply line of powered tools must not be used for hoisting or lowering of the tool.

Loose clothing, jewellery or gloves that could get caught in the tool must not be worn when operating powered tools. Operators of powered tools who have long hair must keep their hair tied up.

The power source must be disconnected from the tool before making any repairs, servicing, adjustments, or replacing attachments such as drill bits.

14.10 Pneumatically Powered Tools and Equipment

Pneumatic powered tools must only be driven by filtered compressed air with an in-line lubrication system, or be lubricated prior to use if there is no in-line lubrication system. When using pneumatic powered tools the designated tool pressure must be attained by the use of a regulator.

Pneumatic powered tools must be disconnected when not in use. They must not be disconnected from the air supply until all the residual pressure has been released or contained by a shut-off device. Hoses must not be kinked as a means of containment.

Employees operating pneumatic powered tools, and any potentially affected employee in the vicinity of use, must wear suitable personal protective equipment.

All rotary compressed air tools (e.g. drills) must have the rated revolution per minute (RPM) permanently marked on the casing. Only attachments of compatible RPM must be used with these machines.

The actual RPM of the tool must be checked every three months to ensure that the speed is as rated to manufacture specifications.

Pneumatic powered tools must be secured to the air supply hose by an approved positive means to prevent the tool from becoming accidentally disconnected. Safety clips or retainers must be securely installed and maintained on pneumatic impact (percussion) tools to prevent attachments from being accidentally expelled.

All pneumatically driven nailers, staplers, and other similar equipment provided with automatic fastener feed, which operate at more than 100 kPa pressure at the tool, must have a safety device on the muzzle to prevent the tool from ejecting fasteners unless the muzzle is in contact with the work surface.

Compressed air must not be used for cleaning purposes except where reduced to less than 30 kPa, and then only with effective chip guarding and personal protective equipment in place. The 30 kPa requirement does not apply to concrete form, mill scale and similar cleaning purposes. The use of compressed air for cleaning purposes must be approved by the client representative. Compressed air must not be pointed at any part of the body or used for cleaning clothing.

Airless spray guns of the type which atomize paints and fluids at high pressures must be equipped with automatic or visible manual safety devices which will prevent pulling of the trigger to prevent release of the paint or fluid until the safety device is manually released. A diffuser nut which will prevent high pressure, high velocity release while

the nozzle tip is removed, plus a nozzle tip guard which will prevent the tip from coming into contact with the operator, or other equivalent protection must be provided in lieu of the above.

Abrasive cleaning nozzles must be equipped with an operating valve, which must be held open manually to enable operation. A support must be provided on which the nozzle may be mounted when it is not in use.

14.11 Fuel Powered Tools and Equipment

Fuel powered tools must be shut down and allowed to cool before being refuelled, serviced, or maintained. Fuel must be transported, handled, and stored in approved fuel containers. Where possible, diesel driven engines must be used in preference to petrol driven engines. All fuel powered tools must be included on the Principal contractor's Equipment Register and the register must be submitted to the client representative prior to the relevant work commencing.

When fuel powered tools are used in enclosed spaces, the space must be ventilated and the atmosphere monitored to measure toxic gas concentrations. Persons in the space must wear the necessary personal protective equipment. Confined Space Entry clearance may apply. This type of activity must only be undertaken in exceptional circumstances and requires the approval of the client representative.

14.12 Hydraulically Powered Tools and Equipment

Hydraulic powered tools must use only approved fluid that retains its operating characteristics at the most extreme temperatures to which it will be exposed. The manufacturer's stated safe operating pressures for hoses, valves, pipes, filters and fittings must not be exceeded.

Only manufacturer approved hoses, valves, pipes, filters and fittings must be used.

14.13 Hand Tools

Employees required to use hand tools must receive training relevant to the tool and have their competency assessed in the operation, inspection and maintenance of the tool. Where necessary, additional applicable personal protective equipment must be worn when using hand tools.

Wrenches, including adjustable, pipe, end, and socket wrenches, must not be used when the jaws are sprung to a point where slippage occurs. Impact tools such as drift pins, wedges and chisels, must be kept free of mushroomed heads. The wooden handles of tools must be kept free of splinters or cracks.

Adjustable wrenches must not be used in lieu of ring or open-end type spanners, unless a risk assessment has been conducted and the use of the adjustable wrench is approved by the client representative. Wherever possible, ring spanners must be used in preference to open end spanners.

Correct hand tools for the job must be used, e.g. screwdrivers must not be used as chisels, and pliers must not be used as hammers.

All wedges and drifts that may spring, fly or fall to lower levels upon impact must be fitted with an attachment which attaches a safety "lanyard" to a solid structure to restrain the impact tool from becoming a projectile.

Purpose built tools and equipment may not be used unless a risk assessment has been conducted and authorised by the client representative.

14.14 Angle Grinders

The following personal protective equipment must be worn when using angle grinders:

- Safety helmet;
- Gloves;

- Safety glasses (or safety goggles) and a full face shield (i.e. double eye protection);
- Overalls with long sleeves and long pants, avoid any form of loose clothing;
- Safety boots with steel toe protection;
- Hearing protection;
- Breathing apparatus where dust or fumes may be generated;
- Where grinding machines are used, a face shield is to be worn as extra protection to the safety glasses; and
- Certain tasks may require the use of a leather apron as determined by a risk assessment.

14.15 Inspection of Equipment and Tools

All tools must be inspected by the user before, during and after use. If any faults are identified, the tool must be taken out of service and not used until repaired. Faulty tools that are not able to be repaired must be tagged "out of service" and removed from site.

14.16 Manual Handling and Vibration

Any handling or lifting task that can only be done manually must be planned and rehearsed before the task is done. If more than one person is involved in a task a communication procedure must be agreed in advance. Lowering the load must be done in a controlled manner. Dropping a load is dangerous and must be avoided.

As a guideline 25 kg is considered to be the limit of what a person can safely handle. Where there are loads exceeding 25 kg the risk of handling the load must be mitigated to assure minimal potential for any injury.

When mechanical lifting aids are provided, they should be used.

Extra care should be taken when lifting awkwardly shaped objects.

Position the feet correctly. The feet should be placed hip-width apart to provide a large base. One foot should be put forward and to the side of the object, which gives better balance.

Bend or 'unlock' the knees and crouch to the load. The weight will then be safely taken down the spine and the strong leg muscles will do the work.

Get a firm grip. The roots of the fingers and the palm of the hand should grip the load. This keeps the load under control and permits it to be distributed more evenly.

14.17 Personal Protective Equipment

The Principal Contractor shall comply with General Safety Regulation 2.

The principal contractor shall ensure all personnel required to conduct work on site, are in possession and always wear hard hats, safety footwear and overalls whilst on site. A risk-based approach on providing other required PPE will be used and a register maintained for all PPE issued. PPE includes, but is not limited to;

- a. Hand protection
- b. Ear protection
- c. Eye protection
- d. Dust Masks
- e. Non-slippery safety shoes
- f. Overalls
- g. Reflective vests
- h. Hard hats

- i. Life jacket when working 3m from the quay side or over/near water environments
- j. Safety harnesses / safety belts
- k. Rain suit

The principal contractor 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:

- l. Lost or stolen
- Worn out or damaged

The contractor shall further ensure that all PPE is worn during the carrying out of activities / tasks at all times. This applies to everybody on site.

14.18 Sun Protection

The Principal Contractor must ensure that all personnel are protected in sunlight through the use of long sleeve shirts, long trousers, brims to safety helmets and UV factored sunscreen. Shade structures must also be made available to all employees.

The Contractor must conduct training and awareness sessions with his employees, advising on the risks associated with working in the heat (including dehydration) and the precautions to be taken (e.g. ensuring adequate fluid intake).

Facilities

Sanitary conveniences must be provided and maintained at a rate of at least one shower facility for every 30 workers after consultation with the employees or employee representative, at least one toilet facility for every 30 workers separate male and female, , separate male and female changing facilities and sheltered eating areas. All toilets must be cleaned daily, disinfected and provided with toilet paper.

All employees making use of these facilities have the responsibility to help keep the facilities neat, clean and hygienic. Washing facilities, including soap and towels, must be made available for use by the contractor's employees. Drainage from all washing / toilet facilities must be properly designed and constructed to prevent employee exposure to waste water (and the associated biological hazards). Waste water may not accumulate or stand in pools at any location on the project site.

Change rooms must be provided and must be kept clean and free from odours at all times. No chemicals, except those normally used for domestic cleaning of these facilities, may be stored in the facilities.

No equipment or items (other than those normally associated with hygiene facilities) may be stored in the facilities. All entrances must be constructed in a way to afford privacy to users. Drinking water must be provided. A sheltered (covered) area must be set aside on site to be used as a dining facility (eating area). Adequate seating must be provided for the maximum number of employees. The facility must be kept clean and tidy.

A suitably sized, impervious receptacle (bin) must be provided for the disposal of waste food and other refuse generated at the dining facility. This bin must be emptied and cleaned regularly (i.e. promptly after meal times). Food may only be consumed in authorised sheltered areas. Adequate refrigerated storage must be provided to the contractor's employees for the storage of food and drinks. Fridges must not be overstocked and must maintain sufficiently low temperatures.

14.19 Fuel / Flammable Liquid Storage and Refuelling

The Principal Contractor must comply to the General Safety regulations 4.

14.20 Fire Protection and Prevention

The Principal Contractor must compile a Fire Protection and Prevention Plan for the work that will be carried out on site.

The Contractor must comply with Construction Regulations 29 and in addition must comply with environmental regulation for workplaces 1987 .

Over and above the following should be complied to:

All fire extinguishers (and any other firefighting equipment) placed on site must be:

- Conspicuously numbered;
- Recorded in a register;
- Visually inspected by a competent person on a monthly basis (the results of each inspection must be recorded in the register and the competent person must sign off on the entries made); and Inspected and serviced by an accredited service provider every year.

Any fire extinguisher that has a broken seal, has depressurised, or shows any sign of damage must be sent to an accredited service provider for repair and / or recharging. Details must be recorded in the register.

The Contractor must compile an emergency response procedure detailing the actions that must be taken in the event of a fire or a fire / evacuation alarm.

Each vehicle used on site for work purposes and each item of mobile equipment with a diesel or petrol engine must be fitted with a permanently mounted fire extinguisher.

Whenever any work is carried out involving the use of a flammable substance / material, the area must be cordoned off and appropriate warning signage (i.e. "No Unauthorised Entry", "No Smoking" and "No Naked Flames") must be displayed.

14.21 Smoking

The Principal Contractor must not permit smoking on site except within designated smoking areas selected in accordance with the applicable legislation. Such an area must be clearly demarcated and the required signage must be displayed.

In all designated smoking areas, adequate non-combustible commercial ashtrays and / or cigarette butt receptacles (butt cans) must be provided.

Ashtrays and other receptacles provided for the disposal of smoking materials must not be emptied into rubbish bins or any other container holding combustible materials.

"No Smoking" signs must be strictly observed.

14.22 Housekeeping

The Principal Contractor must comply to Construction Regulations 27 and in addition must comply with Environmental Regulation for Workplaces 1987.

The Principal Contractor must carry out housekeeping inspections on a weekly basis to ensure maintenance of satisfactory standards. The Contractor must document the results of each inspection. These records must be maintained and must be made available to the client representative on request.

Where the Contractor fails to maintain housekeeping standards, the client representative may instruct the Contractor to appoint a dedicated housekeeping team for the duration of the project at the Principal contractor's expense.

14.23 Stacking and Storage

The Principal Contractor must comply to Construction Regulations 28 and in addition must comply with the provisions for the Stacking of Articles in the General Safety Regulations, 2003.

No equipment, tools, files or documents may be stored or stacked on top of cupboards which are higher than 1.5 metres in height.

Confined Spaces

Entry into a confined space occurs when a person's whole body, upper body or head is within the confined space. This is not intended to prevent an authorised, competent person from inserting only his arm into the space to test for hazards using appropriate monitoring equipment. Precautions must be taken to prevent persons from being overcome by atmosphere escaping from the confined space.

Before any person enters a confined space, a detailed risk assessment must be carried out, including the need for an authorised person to assess such things as oxygen levels, contaminants, temperature extremes and concentration of flammable substances.

As a minimum the risk assessment shall address the following:

- Isolation and lockout procedures required for chemical substances, mechanical or electrical energy, steam, pressure, heat, gases, liquids and solids;
- Venting, purging, draining and cleaning prior to entering the confined space;
- Hazards created by carrying out particular tasks or through the use of chemical substances in the confined space. Task-Based (or Issue-Based) Risk Assessments and/or Written Safe Work Procedures must be available for work in confined spaces - in particular for abrasive blasting, welding, flame cutting, grinding, chemical/steam cleaning, rubber lining and painting;
- Entry, exit and escape routes as well as barricading;
- The electrical safety, intrinsic safety and other safety specifications of equipment to be used in the confined space (explosive atmospheres must be considered);
- The need to test for presence of toxic/asphyxiant substances, radioactivity, oxygen, temperature extremes and flammable substances prior to entry and during the performance of work;
- Provision of suitable mechanical ventilation and personal protective equipment e.g. lifejackets etc. and in particular the use of respiratory protection such as compressed air breathing apparatus; and
- A ventilation rate suitable for general use must take into account factors such as air contaminant type, rate of generation, rate of oxygen depletion, temperature, efficiency of ventilation distribution and contaminant removal from the breathing zone. Therefore each situation needs to be evaluated on its own merit by a risk assessment that will select a combination of ventilation method and respiratory protection that suits the particular circumstances. This must be achieved by consultation between competent operations personnel, engineers and a ventilation specialist.

Entry and work inside a permitted confined space must be controlled and regulated by the project Isolation / Lockout and Permit to Work control systems. The Authorised Person issuing the Permit to Work may only do so if the conditions applying to the specific confined space entry have been satisfied and documented.

As a minimum, the following must be included in the permitting process:

- Access barriers to prevent unauthorised entry;
- Isolation procedures for contaminants and other energy sources;

- The need for breathing apparatus / ventilation requirements;
- The sign-in and sign-out of all persons entering the confined space;
- Display of the permit;
- Communication procedures and/or equipment;
- Safety specifications of equipment to be taken into the confined space;
- Barricading of entrances and exits;
- Rescue plan and equipment;
- Standby person(s); and
- A completion and lock-in procedure (to ensure that space is evacuated and adequately secured).

The Permit to Work process must require competent rescue persons with suitable communication, rescue and firefighting equipment to be present where any of the following may exist:

- Compressed air breathing apparatus is required;
- There is a high risk of fires or explosions;
- The atmosphere can rapidly become unsafe for breathing purposes if the mechanical ventilation fails;
- There is a high risk of flooding or engulfment;
- Narrow tunnels or pipes are entered or where exit or escape routes cannot readily be accessed
- Work is done in remote areas; and
- A single person, who cannot be observed directly or is isolated from other workers, does the work.

Where testing for toxic/asphyxiate substances, radioactivity, oxygen, temperature extremes and other health hazards as well as for flammable substances is carried out, it may only be done by persons trained, tested and certified competent in writing to do so.

The ventilation method and quantity must be adequate to ensure oxygen levels and explosive or toxic gas levels remain within acceptable defined limits. Where ventilation is required, this must be covered by an approved documented procedure.

As a minimum standard, the volume of air pumped in and circulated in a confined space needs to be equivalent to 20 times the volume of the space per hour.

Where breathing apparatus or respiratory equipment is required, the contractor's Health and Safety Officer must be consulted with regard to the specification and selection of suitable equipment.

All persons required to use respiratory protection must be medically fit and trained in the correct use of the equipment.

Safe and convenient entry, exit and escape routes from the confined space must be provided where possible and practical. Where this cannot be achieved effectively, the risk assessment must determine if a competent rescue person must be on duty at the confined space when work is in progress.

Where a standby/rescue person is required, they will have no other duties and will be positioned outside the confined space entry point at all times while personnel are within the space.

14.24 Hazardous Chemical Agents

The Principal Contractor must comply to Hazardous Chemical Agents Regulations.

14.25 Fitness for Work

The Principal Contractor must comply to General Safety Regulation 2A.(Intoxication)

The PC must develop and implement a programme to manage employee fitness for work. All employees working on site for whom the PC is responsible (i.e. direct employees of the PC as well as the employees of any appointed contractors) must be subject to this programme.

All safety critical jobs (i.e. roles where fatigue or other causes of reduced fitness for work could lead to serious injury, illness or death to employees, significant equipment / plant damage, or significant environmental impact) must be identified and the risks associated with reduced fitness for work in these roles must be assessed.

Sleep deprivation during shift work or from excessive working hours is a known cause of fatigue. Fatigued employees are at increased risk of accidents. Shift system design must consider:

- The effect on worker fatigue;
- The effects of activities carried out during scheduled and overtime hours;
- The impact on sleep cycles of activities such as commuting to and from site; and
- The monitoring and control of working hours.

All employees engaged in safety critical jobs must undergo fitness assessments (medical examinations) which must be carried out prior to the commencement of employment on the project, prior to a change in role, periodically based on an employee's individual risk profile, and on termination of employment on the project by a registered occupational medical practitioner:

- **Pre-Employment Medical Examination** – to assess the physical and psychological suitability of the person for the role and environment in which he will work (carried out prior to the commencement of employment on the project and prior to induction);
- **Periodic (Surveillance) Medical Examination** – to assess the ongoing physical condition of an employee to determine if his role is impacting on his health and whether the employee's fitness level is still adequate for the role he holds (these medical examinations are "risk driven" – the specific protocol followed and the frequency of the examinations will depend on the applicable legal requirements and the employee's individual risk profile as determined by his personal fitness, the nature of his role / duties, and the environment in which he works / occupational health hazards to which he is exposed). The periodic medical assessment programme must include:
 - The identification of modifiable risk factors that may impact fitness for work;
 - Education and support to maintain health or address identified risk factors; and
 - Education and support to help employees regain their fitness for work.
 - Role Change Medical Examination – to assess an employee's physical suitability for a different role and work environment (carried out prior to a change in role / duties);

Exit (Post-Employment) Medical Examination – to determine the total physical impact of the work the employee performed (carried out on termination of employment on the project if the employee worked on the project site for more than three months).

Note: The medical examinations described above may only be carried out by an occupational medical practitioner (i.e. a medical doctor who holds a qualification in occupational medicine).

14.26 HIV / AIDS

The Contractor must assess the risks posed by HIV. Appropriate mitigation strategies must be implemented as required.

Discrimination towards employees on the basis of actual or perceived HIV status is forbidden.

All information on the HIV status and condition of employees and community members, including that relating to counselling, care and treatment and receipt of benefits, must be maintained in medical confidence.

HIV / AIDS screening may not be a requirement for recruitment or a condition of employment.

15. Occupational Hygiene

The Principal Contractor shall conduct Health Risk Assessments of all the Occupational Hygiene / Environmental stressors (e.g. noise, dust, illumination, HCS, heat & cold stressors, ergonomics, etc.) present in the area where they operate to determine if there is any possible worker exposure. Records of all these assessment should be documented and kept up to date.

The PC shall monitor the extent to which their employees are exposed to the occupational hygiene stressors. These assessments shall be conducted by an Approved Inspection Authority as listed on the Department of Labour database. The findings from these assessments should be kept on the SHE file, communicated to all affected parties and be reported to relevant authorities.

17.1 Thermal Stress

The Principal Contractor must comply to Environmental Regulations for Workplaces, Reg. 2 and in addition to the following:

When a risk of thermal stress is identified, the following exposure controls must be implemented:

- An acclimatization period for new workers and those returning from extended leave or sickness;
- Training in the recognition of signs and symptoms of heat or cold stress, emergency procedures and preventative measures;
- Protective observation (buddy system or supervision); and
- A requirement for self-paced working.

The following exposure controls must be considered by a competent person:

- Work / rest regimes and job rotation based on measurements conducted;
- Suitable rest areas with a provision of cool drinking water and cool conditions for high temperatures, or provision of warm drinks and warm conditions for cold temperatures;
- Selection of appropriate clothing or other PPE for extreme temperature conditions;
- The use of engineering controls; and
- Undertake hot / cold tasks during a cooler / warmer time of the day.

Where thermal stress is assessed to be a risk, the operation must develop a suitable emergency response plan.

16. Measuring and Monitoring

The Principal Contractor must comply to Hazardous Biological Agents Regulations 7 and Hazardous Chemical Agents Regulations 5

A plan for measuring and monitoring occupational exposure must be developed and it must include:

- Detail of what must be measured and monitored, based on a risk assessment and / or identified legal or other requirements;
- The frequency of measurement and monitoring;
- A description of the necessary equipment;
- Data quality requirements and controls (including details on the sample size for statistical validation and any rejection criteria);
- The sampling and analysis method(s) including any laboratory certification requirements; and
- The competency requirements for persons carrying out workplace monitoring.

Each instrument and item of equipment used for occupational exposure measurement and / or monitoring must be:

- Properly maintained to ensure compliance with legislative requirements;
- Controlled and safeguarded from unintentional adjustments;
- Suitably stored and protected from damage; and
- Calibrated or verified against a traceable standard at specific intervals (calibration records must be retained).

Each analytical laboratory service that is used must have implemented a credible quality assurance or quality control program.

All monitoring results obtained must be analyzed on a regular basis to:

- Identify trends and potential exceedances of legal or other requirements (such as Occupational Exposure Limits);
- Identify inconsistent or unusual results;
- Evaluate the effectiveness of existing control measures;
- Measure performance against stated objectives; and Identify continual improvement opportunities.

Each exceedance of a specified requirement or limit must be recorded, investigated and reported.

Appropriate corrective actions must be identified and implemented.

17. Structure

A Principal Contractor must ensure that, all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work;

No structure or part of a structure is loaded in a manner which would render it unsafe; and all drawings pertaining to the design of the relevant structure are kept on site and are available on request to an inspector, other Principal contractors, the client and the client's agent or employee.

An owner of a structure must ensure that;

Inspections of that structure are carried out periodically by competent persons in order to render the structure safe for continued use;

- That the inspections contemplated in paragraph (a) are carried out at least once every six months for the first two years and thereafter yearly;
- The structure is maintained in such a manner that it remains safe for continued use;
- The records of inspections and maintenance are kept and made available on request to an inspector.

18. Emergency Preparedness and Response

The Principal Contractor must develop, implement, test and maintain an Emergency Response Plan (incorporating emergency evacuation procedures) that focuses specifically on the Principal contractor's team and work activities. The plan must be risk-based and must detail the procedures that must be followed when responding to all potential emergency scenarios such as a medical emergency (including first aid response), a fire, an explosion, a hazardous substance spill, flooding, rescue from height, rescue from a confined space, etc.

The Principal Contractor's Emergency Response Plan must be aligned with the Emergency Response Plan developed for the project.

Potential off-site emergency scenarios must be included (e.g. emergency scenarios related to the transport of personnel, the transport of hazardous materials, and personnel performing work in remote locations).

Consideration must be given to neighbours, and to the availability and capability of local emergency services. Details of any arrangements with external emergency response service providers must be included.

The Emergency Response Plan must satisfy and comply with all applicable legal requirements.

The plan must be adequately resourced to ensure effective implementation. These resources must include appropriate personnel, external emergency response service providers, emergency response equipment, and warning devices. All equipment and warning devices must be identified, maintained and tested to ensure availability at all times.

Accountability for the Emergency Response Plan must be clearly defined. An Emergency Response Team (ERT) responsible for the implementation, management and execution of the Emergency Response Plan must be established. The roles and responsibilities of each team member must be clearly defined in the plan. Each team member must receive appropriate training to ensure that each role is performed competently.

The process for managing incident communication, notification, and reporting must be incorporated into the Emergency Response Plan. The responsible person(s) must be clearly identified, and the protocols for communicating with internal and external stakeholders must be defined.

Emergency evacuation procedures must be developed and included in the Emergency Response Plan.

A copy of the plan must be provided to the client representative for approval prior to site establishment.

The Emergency Response Plan must be formally reviewed (and amended if necessary) at least on an annual basis, to ensure that it remains appropriate and effective on emergency situations.

At the Transnet National Port Authorities Port of Durban Road Smart People's Port project site, the Principal Contractor must ensure:

- A suitable evacuation alarm (siren) must be provided. If work is to be carried out in proximity to an existing operational plant, the alarm provided by the Principal Contractor must be distinctly different (in terms of the sound that it generates) to any alarm installed in the operational plant. All persons working in an area where an evacuation alarm is sounded must respond to it immediately.

- Suitable fire-fighting equipment must be provided and maintained, and personnel must be trained in fire-fighting procedures and the use of fire-fighting equipment.
- Suitable first aid equipment and supplies must be provided and maintained, and an adequate number of appropriately trained First Aiders must be in place.
- Emergency assembly points positioned in safe locations away from buildings, plant and equipment must be designated (and conspicuously signposted). In the event of an evacuation, all persons (i.e. personnel and visitors) must assemble and be accounted for at these emergency assembly points.
- All personnel must receive awareness training on the applicable emergency response procedures, and all visitors entering the site must be properly instructed in these procedures.
- The emergency response procedures must be displayed on each notice board.
- A diagram (site plan) indicating evacuation routes, emergency assembly point locations, and the positioning of emergency equipment (fire extinguishers, first aid boxes, etc.) must be prominently displayed in all buildings and plants, in all offices, on all notice boards, and in other locations on the site as may be required.
- An up-to-date list of emergency telephone numbers must be compiled and maintained. A copy of this list must be posted at each site entrance, in each office, near each telephone, and on every notice board.
- Emergency response drills must be conducted to test the effectiveness of the emergency procedures and equipment, as well as the knowledge and proficiency of the response personnel. Where appropriate, drills must include liaison with and the involvement of external emergency response service providers. A variety of emergency scenarios must be tested including, but not limited to, medical emergencies, fires, rescues, and hazardous substance spills. A drill must be carried out one month after site establishment and six-monthly thereafter.

Each drill must be monitored and the outcomes (highlights and shortcomings) must be documented. Corrective actions must be identified and implemented to address the shortcomings, and the Emergency Response Plan and associated procedures must be amended as required.

18.1 First Aid Kits

The contractor shall comply with General Safety Regulations 3.

19. Management Review

A review of the Principal contractor's Health and Safety Management System must be completed annually to ensure that the system continues to be effective in managing health and safety performance and meeting project requirements.

The review must evaluate if there is any need for change and must identify actions to improve the system.

The review must be led by senior management and the following must be considered:

- The suitability of the policy adopted for the project;
- The impact of changing legislation;
- The management of risk;
- Health and safety objectives and performance indicators;
- Changing expectations and requirements of relevant stakeholders;
- Changes to the Principal contractor's scope, schedule, designs, etc.;
- Changes to the Principal contractor's organisational structure;
- Communication and feedback (particularly from employees, Project representatives, and client representatives);

- The effectiveness of the management of change process;
- Workplace exposure monitoring and medical surveillance;
- The status of corrective actions;
- Performance statistics, including an annual summary of safety statistics, and occupational hygiene monitoring and medical surveillance results;
- Non-conformances (findings) from completed audits;
- Follow up on actions from previous management reviews; and
- Recommendations and opportunities for improving the effectiveness of the management system.

A record of each completed management review must be retained and it must include all decisions and identified actions concerning alterations, modifications or improvements to the management system that demonstrate a commitment to continual improvement.

For occupational hygiene: Approved Inspection Authority (AIA) for Occupational Hygiene

20. Management of Change

To ensure that proposed changes do not give rise to unacceptable health or safety risk, the Contractor must develop and implement a process for identifying and managing change in the workplace (e.g. changes to scope, schedule, procedures, work methods, site conditions, designs, plans, plant and equipment, materials, processes, etc.) that may impact on health or safety performance.

The management of change process must take into consideration that changes may be planned or unplanned, sudden or gradual, temporary or permanent.

The process must aim to ensure that:

- Changes are identified and assessed before they are implemented;
- Careful consideration is given to managing the risks associated with any change;
- Due diligence can be shown to have taken place;
- The number of unsatisfactory or unnecessary changes is minimised;
- The right people are involved in the change process; and
- All statutory requirements are met.

All risks associated with a proposed change must be evaluated and ranked. The risks that are ranked as moderate or higher must be managed to prevent serious injury or illness.

It must not simply be assumed that a change will not result in significant risks. All proposed changes must be formally evaluated. The evaluation or review must include:

- An appropriate level of technical expertise;
- The involvement of the workforce potentially affected by the proposed change; and
- Approval of the change by a person with at least the same level of authority as those who control the existing process or item being changed.

21. Contractor Alignment

Processes must be in place to ensure that the health and safety risks associated with the procurement of materials, equipment, services and labour are identified, evaluated and effectively managed.

A process for evaluating a sub-Principal contractor's (or supplier's) ability to provide materials, equipment, services and labour that meet defined specifications must be in place. A prospective sub-Principal contractor's health and

safety management expertise, experience and capability (including previous health and safety performance) must be formally assessed prior to any contract or purchase order being awarded.

Each appointed contractor must develop and implement a detailed Health and Safety Management Plan based on the requirements of the Principal contractor's Health and Safety Management Plan and the Health and Safety Specification for the project. This plan must be reviewed and approved by the Contractor prior to the commencement of any work.

The properties of all materials provided to the project must be adequately understood, documented and integrated into operating procedures where exposure to these materials presents a significant health or safety risk.

Procedures, commensurate with the evaluated risk, must be in place for the receiving, storing, dispatching and transporting of all equipment and materials.

Before work commences on any contract, all contractor personnel must receive comprehensive orientation and induction training (refer to clause 14).

All work carried out by a contractor must be managed (activity supervised) throughout the contract period and performance must be reviewed (audited) on a regular basis.

22. Incident Reporting and Investigation

The Contractor must establish a procedure for the management of all health and safety incidents. This procedure must define the responsibilities, methodologies and processes that must be followed for:

- Reporting an incident;
- Investigating an incident;
- Analysing an incident to determine the root cause;
- Identifying and implementing corrective actions to prevent a recurrence; and
- Communicating information concerning an incident to relevant persons and / or groups.

Please Note: Arrangements must be in place to ensure that proper medical care is provided to any Contractor or contractor employee that suffers an occupational injury or illness. These arrangements must be described in the Principal contractor's Health and Safety Management Plan.

An incident may have multiple impacts. For each impact, the Actual Consequence and the Maximum Reasonable Outcome must be evaluated. Each impact must be evaluated independently, with the most significant classification forming the primary rating of the incident. A Near Miss is an incident, therefore must be reported.

An incident must be reported on the same work day or shift on which it occurs and preliminary details must be recorded and a TNPA Incident Flash Report must be completed within 24 hours.

Depending on the Actual Consequence and Maximum Reasonable Potential Outcome of the impact(s), the relevant internal and external parties must be notified in accordance with specified protocols and timeframes, and legislative requirements.

In the event of a significant incident (i.e. an incident with an Actual Consequence of Moderate, Major or Catastrophic, or a Maximum Reasonable Potential Outcome of High or Extreme, work must cease and must only resume once the necessary actions (including the re-evaluation of any relevant risk assessments) have been taken to eliminate or reduce the risk of recurrence. Work must only be permitted to recommence once formal authorisation has been granted by the Project Construction Manager. In the case of incidents with an Actual Consequence of Major or Catastrophic, work must not be permitted to recommence until authorisation has been granted by the relevant

government authorities (i.e. the South African Police, the Department of Employment and Labour or the Department of Mineral Resources).

The Project Construction Manager must ensure that an investigation is completed for each incident that occurs, and that appropriately senior personnel participate in, and authorise the outcomes of, each investigation. Incident investigations must be facilitated by competent and experienced persons who have been trained in the appropriate methodology. (i.e. TCAM – Transnet Causal Analysis Methodology).

All significant incidents (i.e. incidents with an Actual Consequence of Moderate, Major or Catastrophic, or a Maximum Reasonable Outcome of High or Extreme must be investigated using the approved Transnet investigation methodology. Such an investigation must be facilitated by a trained project representative within 7 calendar days.

For all other incidents (i.e. incidents with an Actual Consequence of Insignificant or Minor, or a Maximum Reasonable Outcome of Low or Moderate other methodologies approved by the Project Health and Safety Manager must be used.

Each incident (including Near Hits) must be investigated to a level of detail that is appropriate for the Maximum Reasonable Potential Outcome of the incident.

Each incident must be analysed to determine the root cause, and corrective actions must be identified and prioritised for implementation to eliminate or reduce the risk(s) in order to prevent recurrence of the incident.

For each corrective action, a responsible person must be designated and an appropriate timeframe (target date) for completion of the corrective action must be specified. Progress on implementing corrective actions (i.e. closing incidents) must be monitored and reported on. The implementation of corrective actions must be verified during monthly audits by the Project Health and Safety Advisors but also no later than 30 calendar days after the conclusion of the incident investigation.

The Contractor must document the results of each investigation and a report must be submitted to the client representative within five working days of the incident occurring.

As a minimum, each incident report must include:

- The date, time and location of the incident;
- A detailed description of the incident, including photographs;
- The names of any injured persons;
- Injury details (if applicable);
- A summary of the first aid and / or medical treatment provided (if applicable);
- The current status of any injured persons;
- The root causes of the incident; and
- Detailed corrective actions, including responsible persons and target dates for implementation.

Each significant incident must be summarised for its lessons learnt following the investigation. This information must be reviewed by the Principal contractor's Project Manager to assure completeness, accuracy and relevance before it is shared with (communicated to) all project personnel.

23. Non-conformance and Action Management

The Principal Contractor must establish a process for identifying and recording corrective actions arising from:

- Incident investigations;
- Hazard identification and risk assessment;

- Measurement and monitoring;
- Improvement plans and suggestions;
- Managing change;
- Audits and inspections; and
- Safety observations and coaching (safety interactions).

The Principal Contractor must establish a procedure for managing actions that addresses:

- Identification, categorisation and prioritisation of actions;
- Formal evaluation and approval of actions (management of change process);
- Assignment of responsibilities, resources and schedules for implementation;
- Implementation of actions;
- Tracking and reporting on implementation status; and
- Monitoring and verifying the effectiveness of the actions.

24. Performance Assessment and Auditing

The Principal Contractor must establish and maintain programmes for measuring and monitoring health and safety performance on a regular basis. Metrics must include leading and lagging indicators, and be based on qualitative and quantitative data.

24.1 Reporting on Performance

Reports summarising the Principal contractor's health and safety performance on the project must be compiled on a weekly and a monthly basis.

- The Contractor must be prepared to discuss the content of these reports at scheduled health and safety meetings. The reports must contain the following information:
- Number of Contractor and contractor employees on site;
- Total hours worked on site by Contractor and contractor employees (by company);
- Number of incidents by category (i.e. Near Hit, FAI, MTI and LTI);
- Lost Time Injury Frequency Rate (LTIFR) (project to date and 12-month rolling);
- Details of all new incidents for the reporting period and the corrective actions taken or to be taken;
- Feedback (progress updates) on all open incidents and outstanding corrective actions;
- Status and feedback on any employee that may have been injured and has not yet returned to work;
- Details of all health and safety training carried out during the reporting period;
- Number of SOC's (Safety Observations and Coaching) carried out during the reporting period;
- SOC trends identified and proposed action for the coming week or month to maintain positive trends and / or address negative trends;
- Details of all audits, inspections and site visits carried out during the reporting period, and the corrective actions taken (or to be taken) to address all non-conformances;
- Feedback (progress updates) on all open non-conformances and outstanding corrective actions;
- Number of Toolbox Talks conducted during the reporting period (monthly);
- Number of Planned Task Observations (PTO's) carried out during the reporting period (monthly);
- Details of all active risk assessments and Safe Work Procedures highlighting those that are due for review in the coming month (monthly);
- A look ahead (to the coming week, month or quarter) to ensure that appropriate health and safety planning and preparation is done for upcoming work;
- Challenges faced with regard to health and safety; and
- Any other health and safety related information specific to the project that may be required.

Leading indicators (e.g. audit findings, observations, etc.) must be analysed, and any negative trends identified with regard to unsafe behaviour or conditions must be appropriately addressed to prevent incidents.

Lagging indicators (e.g. injuries, illnesses, near hits, etc.) must be investigated in detail to determine the root causes. Corrective actions must be identified, implemented and integrated into Safe Work Procedures to prevent recurrences.

24.2 Audits and Inspections

On a monthly basis, the health and safety management system and workplace activities of the Contractor will be audited by a Project Health and Safety Advisor to assess compliance with the project health and safety requirements. Any deviation from these requirements (i.e. non-conformance) that places the health or safety of any person in immediate danger will result in the specific activity being stopped until the non-conformance is corrected.

For each non-conformance determined during any audit, the Contractor must identify and implement appropriate corrective actions.

For each corrective action, a responsible person must be designated and an appropriate timeframe (target date) for completion of the corrective action must be specified. Progress on implementing corrective actions (i.e. closing non-conformances) must be monitored and reported on. The implementation of corrective actions will be verified during the monthly audits.

The Contractor Audit conformance will be assessed as a percentage and where conformance is better than 90% it will be considered satisfactory and the Principal contractors must develop and implement an Action Plan within 4 weeks, to be reviewed at the next scheduled Audit. Where the level of conformance is between 80-90%, a corrective action plan will be required to be developed and implemented within 2 weeks, and a follow-up Audit will be carried out. Where the conformance is less than 80%, the Contractor must stop work until an investigation of the cause/s has been completed and corrective action have been developed and implemented by the Principal contractor. Actions required from the audit result are risk based, e.g. An audit result with a critical element scored low may still result in an NCR being issued, or even a work stoppage.

Should it be determined that the Principal contractor's level of compliance is unsatisfactory, all work being performed by the Contractor on the project site may be stopped (at the Principal contractor's expense) until an investigation into the reasons for the poor performance has been carried out, a corrective action plan has been developed, and corrective actions have been implemented.

In addition to the audit carried out by the Project Health and Safety Advisor, the Contractor must carry out an internal audit on a monthly basis to assess compliance with the project health and safety requirements (including the requirements of this specification and the Principal contractor's Health and Safety Management Plan). Furthermore, the Contractor must ensure that each appointed contractor is audited and measured to the same standard. Copies of these audit reports must be submitted to the Project Health and Safety Advisor on a monthly basis.

The Contractor must carry out internal health and safety inspections as follows:

- General site health and safety inspections on a daily basis; and
- Inspections of plant, tools and equipment prior to establishment or use on site, and at least monthly thereafter.

All audits and inspections must be carried out by competent persons who have been appointed in writing.

A schedule of planned audits and inspections must be compiled and maintained ensuring that:

- All work areas and all activities are covered at regular intervals;
- All applicable legal requirements are complied with; and

- Areas or activities with significant associated hazards or risks receive greater attention.

25. Contractor/s Representatives

The Principal Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide their Construction Manager's names, addresses and telephone numbers to Transnet appointed health and Safety Agent or Project Manager.

The Principal Contractor's directors must satisfy themselves that their Construction Manager is fully conversant with project specific health and safety specification and that he shall ensure compliance with all obligations in respect thereof.

The Principal Contractor shall ensure that their employees and all contractors under their control receives relevant awareness, educational and competence training regarding railway safety as prescribed.

26. Reference Documents

Table 29-1: Reference Documents

Document Title
Occupational Health and Safety Act, 85 of 1993 and Regulations
Compensation for Occupational Injuries and Diseases Act, 1993