

**Transnet National Ports Authority**

an Operating Division of **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**FOR THE: SUPPLY, DELIVER, INSTALL AND COMMISSION FOUR (4) DIESEL  
ENGINES ON TWO WORKBOATS LOCATED IN MOSSEL BAY & RICHARDS BAY**

<b>RFP NUMBER</b>	<b>: TNPA/2022/03/0150/RFP</b>
<b>ISSUE DATE</b>	<b>: 11 JULY 2022</b>
<b>COMPULSORY BRIEFING</b>	<b>: 22 JULY 2022</b>
<b>CLOSING DATE</b>	<b>: 16 AUGUST 2022</b>
<b>CLOSING TIME</b>	<b>: 16:00PM</b>
<b>TENDER VALIDITY PERIOD</b>	<b>: 12 WEEKS FROM CLOSING DATE</b>

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## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>Supply, deliver, install and commission four (4) diesel engines on two workboats located in Mossel Bay and Richards Bay</b>
<b>TENDER DOWNLOADING</b>	<b>This Tender may be downloaded directly from the National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> FREE OF CHARGE.</b>

<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at <b>Port of Mossel Bay Admin Building, 55 Bland Street, Mossel Bay 6500 on the 22<sup>nd</sup> July 2022</b> at 12:00pm [12 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><b>A Site visit/walk will take place, tenderers are to note:</b></p> <ul style="list-style-type: none"><li>• Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</li><li>• Tenderers without the recommended PPE will not be allowed on the site walk.</li><li>• Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing.</li><li>• All forms of firearms are prohibited on Transnet properties and premises.</li><li>• The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are on them for inspection at the access control gates.</li></ul> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-01</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p>
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	<b>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative.</b> <b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b>
<b>CLOSING DATE</b>	<b>16:00pm on Tuesday, 16 August 2022</b> Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

## 2. TENDER SUBMISSION

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

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

- Log on to the Transnet eTenders management platform website (<https://www.transnet.net>);
- Click on "TENDERS";
- Scroll towards the bottom right hand side of the page;
- On the blue window click on "register on our new eTender Portal";
- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.

b) The tender offers to this tender will be opened as soon as possible after the closing date and time. Transnet shall not, at the opening of tenders, disclose to any other company any confidential details pertaining to the Tender Offers / information received, i.e. pricing, delivery, etc. The names and locations of the Tenderers will be divulged to other Tenderers upon request.

c) Submissions must not contain documents relating to any Tender other than that shown on the submission.

### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
- 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
- 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
- 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
- 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
- 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
- 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.

- 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
- 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable [clause 12 on T2.2-16, **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.*
- 4.13 Transnet reserves the right to enter into Post tender negotiation

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

## 6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

## T1.2 TENDER DATA

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

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

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

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

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

	Part C3: Scope of work	C3.1 Works Information
C.1.4	The Employer's agent is:	Commodity Specialist
	Name:	Qetelo Mpanza
	Address:	Transnet National Ports Authority eMendi Administration Building N2 Neptune Road, Off Club Road Port of Ngqura, Gqeberha, 6001
	Tel No.	076 101 2777
	E – mail	Qetelo.Mpanza@transnet.net
C.2.1	<p>Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p><b>1. Stage One - Eligibility with regards to attendance at the compulsory clarification meeting:</b></p> <p>An authorised representative of the tendering entity or a representative of a tendering entity that intends to form a Joint Venture (JV) must attend the compulsory clarification meeting in terms C2.7</p> <p><b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b></p> <p><b>2. Stage Two - Pre-qualification criteria for preferential procurement in terms of the Preferential Procurement Regulations, 2017:</b></p> <p>a) A tenderer having a stipulated minimum B-BBEE status level of contributor of 4</p> <p><b><i>Any tenderer that fails to meet the stipulated pre-qualifying criteria will be regarded as an unacceptable tender.</i></b></p> <p><b>3. Local Production and Content in terms of the Preferential Procurement Regulations, 2017:</b></p> <p><b>National Treasury Designated Sectors Circular Number 1 of 2018/2019 for Local Production and Content for Working Vessels (Boats)</b></p> <p>3.4 Components such as main engines, generators, fuel purifiers and navigational instruments are hereby fully exempted and thus the importation of the aforementioned components and subcomponents should be granted with an intention to review the exemption after 5 years. Therefore, Local Content is not applicable in this transaction.</p>	



3.5 Even though engines are exempted, it must be imported as a semi knock down kit and assembled in South Africa.

#### 4. Stage Three - Functionality:

Only those tenderers who obtain the minimum qualifying score for functionality will be evaluated further in terms of price and the applicable preference point system. The minimum qualifying for score for functionality is **70** points.

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

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

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

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

Last Day for Questions or Clarifications is close of business on **Friday, 29 July 2022**

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer: **(insert company name)**
- Contact person and details: **(insert details)**
- The Tender Number: TNPA/2022/01/0062/RFP
- The Tender Description: SUPPLY, DELIVER, INSTALL AND COMMISSION FOUR (4) DIESEL ENGINES ON TWO WORKBOATS LOCATED IN MOSSEL BAY & RICHARDS BAY

Documents must be marked for the attention of:

***Employer's Agent:***

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

- C.2.15 The closing time for submission of tender offers is:  
Time: **16:00pm** on the **16 August 2022**  
Location: The Transnet e-Tender Submission Portal: [www.transnet.net](http://www.transnet.net)

**NO LATE TENDERS WILL BE ACCEPTED**

- C.2.16 The tender offer validity period is **12 weeks** after the closing date. Tenderers are to note that they may be requested to extend the validity period of their tender, on the same terms and conditions, if Transnet's internal evaluation and governance approval processes has not been finalised within the validity period.
- C.2.23 The tenderer is required to submit with his tender:
1. A valid Tax Clearance Certificate issued by the South African Revenue Services.  
**Tenderers also to provide Transnet with a TCS PIN to verify 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;
  4. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.

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

- C3.11 The minimum number of evaluation points for functionality is: **70**
- The procedure for the evaluation of responsive tenders is Functionality, Price and Preference:

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

**Functionality Criteria**

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

<b>Functionality criteria</b>	<b>Sub-criteria</b>	<b>Maximum number of points</b>
Project Organogram, Management & CV's	<p>Project Manager, PMP or Pr. Eng. or Pr. Tech Mechanical or Electrical minimum of 1 and up to 10 years' experience</p> <p>Diesel Electric Fitter, Diesel fitter trade test certificate, minimum of 1 and up to 10 years' experience</p> <p>Rigger, Trade test certificate in Rigging, minimum of 1 and up to 10 years' experience.</p> <p>Boilermaker, Boilermaker trade test certificate, minimum of 1 and up to 10 years' working experience,</p> <p>Millwright – Trade test Certificate as Millwright, minimum of 1 and up to 10 years' experience</p>	35
Previous Experience	Tenderers are required to demonstrate their overall experience in the delivery of similar works, and to this end shall supply a sufficiently detailed reference list with contact details of existing customers and also demonstrate their relevant experience with regards to the Marine Engineering/ Ship Repair industry.	35
Method Statement	<p>The Method Statement must respond to the Scope of Works (i.e. the Works Information) and outline the proposed methodology, including that relating to the programme, relevant legislation, practicality, quality, health and safety, risks and should make provision for the following:</p> <ol style="list-style-type: none"> <li>1. Removal of existing engines and package them for shipping</li> <li>2. Prepare surfaces for alignment, mounting of new engines</li> <li>3. Perform engine tests in accordance to OEM specification (the proposed tests by the OEM to form part of the returnables)</li> <li>4. Install new engines in accordance to OEM recommendations (proposed installation methodology to form part of the returnables)</li> <li>5. Commission new engines</li> </ol>	20

	6.Process and Conduct sea/harbour trials (TNPA representative/s to witness) 7.Correct all snags/defect and handover the boat to TNPA 8.Produce installation report (inclusive of wiring diagrams)	
Programme	Bidders are required to submit a detailed programme that is specific to project and covers all aspects indicated, Electronic (both PDF and Native) Programme submitted	5
Health and Safety	Bidder to submit required documents or required information to ensure SHE compliance in terms of scope of work. Included are:  1. Baseline Risk Assessment, which as minimum includes: (a) Identify the risks and hazards to which persons may be exposed to (b) Analysis and evaluation of identified risks/hazards (c) Measures to mitigate, reduce or control the risks and hazards identified (d) Roles & responsibilities for implementation of control	5
<b>Maximum possible score for Functionality</b>	<b>100</b>	

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

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

Each evaluation criteria will be assessed in terms of scores of 0, 40, 70, 90 or 100

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

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

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

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

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

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

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

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

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justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia;

the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data and
- f) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - Certificate of attendance at Compulsory Tender Clarification Meeting
- T2.2-01a Request for Site Inspection
- T2.2-02 **Stage Two: Eligibility Criteria Schedule** - B-BBEE Status Level

### 2.1.2 Stage Three :these schedules will be utilised for evaluation purposes:

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

### 2.1.3 Returnable Schedules:

#### General:

- T2.2-08 Authority to submit tender
- T2.2-09 Record of addenda to tender documents
- T2.2-10 Letter of Good Standing
- T2.2-11 Risk Elements
- T2.2-12 Availability of equipment and other resources

#### Agreement and Commitment by Tenderer:

- T2.2-13 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-14 Non-Disclosure Agreement
- T2.2-15 RFP Declaration Form
- T2.2-16 RFP – Breach of Law
- T2.2-17 Certificate of Acquaintance with Tender Document
- T2.2-18 Service Provider Integrity Pact
- T2.2-19 Supplier Code of Conduct

### 1.3.2 Bonds/Guarantees/Financial/Insurance:

- T2.2-20 Insurance provided by the Contractor



T2.2-21 Forecast Rate of Invoicing

T2.2-22 Three (3) years audited financial statements

### **1.3.4 Transnet Vendor Registration Form:**

T2.2-23 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")

T2.2-24: Health and Safety Questionnaire

## **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**



## T2.2-01: Eligibility Criteria Schedule:

### Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented

by:

(Name and  
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	<b>Port of Mossel Bay Admin Building, 55 Bland Street, Mossel Bay 6500</b>	
On (date)	<b>22 JULY 2022</b>	Starting time: 12:00pm

#### 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

## **T2.2-01a: Request for Site Inspection due to Covid 19 Disaster Management Regulations.**

### **To be returned by the tenderer to the Employer's Agent**

Email to: Attention: Qetelo Mpanza  
Email: **Qetelo.Mpanza@transnet.net**

**Site Visits to view will take place on 25 July 2022 in Richards Bay from 10:00AM to 12:00PM only, Transnet National Ports Authority (TNPA) ,Small Craft Harbour ,Marine Services, Port of Richards Bay.**

**The Employer's Agent will confirm time allocations to the tenderer.**

A **Clarification Presentation** will be loaded on to the National Treasury eTender Publication Portal at [www.etenders.gov.za](http://www.etenders.gov.za).

Tenderer Company/Proposed JV : .....

Contact: .....

Phone No: .....

e-mail Address: .....

I/We ..... hereby confirm that for the purposes of submitting a tender offer a site inspection are hereby requested.

**NB: Should the tenderer not return this document to inform Transnet by 22 July 2022 that they wish to carry out a site inspection, the opportunity will be forfeited.**

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

Date: \_\_\_\_\_

## **T2.2-02 Eligibility Criteria Schedule: B-BBEE Status Level**

Transnet has decided to set a minimum B-BBEE threshold for participation in this RFP process. The minimum B-BBEE threshold in this instance is a **B-BBEE Level 4**, and Respondents who do not have at least this B-BBEE status or higher will be disqualified.

## **T2.2-03: Evaluation Schedule – Project Organogram, Management & CVs of Key Personnel**

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

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

- Organizational structure to include a clear indication of roles and responsibilities and specific function of each team member;
- The experience of assigned key persons in relation to the scope of work will be evaluated as follows:
  - Relevant experience.
  - 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)
  - Key personnel should include at least, amongst others but not limited to:

**Project Manager**, PMP or Pr. Eng. or Pr. Tech Mechanical or Electrical minimum of 1 and up to 10 years' experience

**Diesel Electric Fitter**, Diesel fitter trade test certificate, minimum of 1 and up to 10 years' experience

**Rigger**, Trade test certificate in Rigging, minimum of 1 and up to 10 years' experience.

**Boilermaker**, Boilermaker trade test certificate, minimum of 1 and up to 10 years' working experience,

**Millwright** – Trade test Certificate as Millwright, minimum of 1 and up to 10 years' experience

<b>List of Key Persons assigned to the above disciplines No.</b>	<b>Key Persons</b>	<b>Name and Surname</b>	<b>CV attached (Yes/No)</b>
1	Project Manager		
2	Diesel Electric Fitter,		
3	Rigger		
4	Boilermaker		
5	Millwright		

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

<b>Score 0</b>	Failed to provide information No response= 0
<b>Score 40</b>	<b>Project Manager</b> , PMP or Pr. Eng. or Pr. Tech Mechanical or Electrical minimum 1-3 years' experience <b>Diesel Electric Fitter</b> , Diesel fitter trade test certificate, minimum 1-3 years working experience, <b>Rigger</b> , Trade test certificate in Rigging, minimum 1-3 years working experience,
<b>Score 70</b>	<b>Project Manager</b> , PMP or Pr. Eng. or Pr. Tech Mechanical or Electrical minimum 6 -8 years' experience <b>Diesel Electric Fitter</b> , Diesel fitter trade test certificate, minimum 6-8 years working experience, <b>Rigger</b> , Trade test certificate in Rigging, minimum 6-8 working experience, <b>Boilermaker</b> , Boilermaker trade test certificate, minimum 6-8 years working experience,
<b>Score 90</b>	<b>Project Manager</b> , PMP or Pr. Eng. or Pr. Tech Mechanical or Electrical minimum 9 -12 years' experience <b>Diesel Electric Fitter</b> , Diesel fitter trade test certificate, minimum 9 -12 years working experience, <b>Rigger</b> , Trade test certificate in Rigging, minimum 9 -12 working experience, <b>Boilermaker</b> , Boilermaker trade test certificate, minimum 9 -12 years working experience, <b>Millwright</b> – Trade test Certificate as Millwright, minimum 9 - 12 years working experience,
<b>Score 100</b>	<b>Project Manager</b> , PMP or Pr. Eng. or Pr. Tech Mechanical or Electrical >12 years' experience <b>Diesel Electric Fitter</b> , Diesel fitter trade test certificate, minimum >12 years working experience, <b>Rigger</b> , Trade test certificate in Rigging, minimum >12 years working experience, <b>Boilermaker</b> , Boilermaker trade test certificate, minimum >12 years working experience, <b>Millwright</b> – Trade test Certificate as Millwright, minimum >12 years working experience

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

.....  
.....

## T2.2-04: Evaluation Schedule: Previous Experience

**Note to Tenderers:** Tenders are to only complete this section if they intend to bid.

Previous Experience - Tenderers are required to demonstrate performance/experience in the delivery of comparable projects of similar size and nature by supplying the following:

- A list of past/current comparable projects.
- Previous experience of similar *Works* as detailed in the *Scope of Works* (the *Works Information*) with reference to:
  1. Fitting and Installation of Marine Engines i.e. Workboats.
  2. Supply , deliver and commission marine engines i.e. Workboats.
  3. Knowledge of sea trial application process and implementation.

The tenderer to submit the following:

- Previous experience based on similar work and specific to this project
- Reference letter(s) for previous installing and commissioning marine engines or similar projects.
- Profile with all list of projects executed

Bidder must submit reference letter(s) from client(s) on clients' company letterhead signed by the client confirming the work performed with a clear indication of clients' impression of the work performed.

### Index of documentation attached to this schedule

	DOCUMENT NAME
1	
2	
3	
4	
5	
6	
7	

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

<b>Score 0</b>	The tenderer has submitted no information to determine a score.
<b>Score 40</b>	The Tenderer's previous experience presented has limited relevance to the scope of this project and doesn't address any of the required categories. Tenderer has only executed < 3 projects of similar nature with only 2 traceable references to substantiate the experience
<b>Score 70</b>	The Tenderer's previous experience presented covers the scope of the project it shows knowledge and experience to successfully execute this project scope. Tenderer has executed 4 projects of similar nature. The tenderer has submitted 3 traceable references to substantiate the experience indicated, stipulated the contract values for those previous projects and a profile with all list of projects executed.
<b>Score 90</b>	The Tenderer's previous experience presented demonstrates understanding of the scope of work substantial evidence of the ability to meet the stated project requirements. Tenderer has executed 5 projects of similar nature. tenderer has provided 4 traceable references to substantiate experience indicated and stipulated the contract values for those previous projects, stipulated the contract values for those previous projects and a profile with all list of projects executed.
<b>Score 100</b>	The Tenderer have undertaken and successfully completed(within cost & time) ≥6 projects of a similar nature and proven to have extensive understanding of the Scope of the Work in line with the schedule. Tenderer provided traceable references for 5 projects to substantiate experience indicated stipulated the contract values for those previous projects and a profile with all list of projects executed.



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

### Note to tenderers:

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

- The Method Statement must respond to the *Scope of Works* (the *Works Information*) and outline the proposed methodology, including that relating to the programme, relevant legislation, practicality, quality, health and safety, risk and environmental considerations.
- The Method Statement should articulate what added value the Tenderer will provide in achieving the stated objectives for the project(s).
- The Tenderer must as such explain his/her understanding of the objectives of the assignment and the *Employer's* stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them.
- The Method Statement should also correlate with the Tenderer's quality plan outlining the processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The Method Statement must respond to the Scope of Works (i.e. the Works Information) and outline the proposed methodology, including that relating to the programme, relevant legislation, practicality, quality, health and safety, risks and should make provision for the following:

1. Removal of existing engines and package them for shipping
2. Prepare surfaces for alignment, mounting of new engines
3. Perform engine tests in accordance to OEM specification (the proposed tests by the OEM to form part of the returnables)
4. Install new engines in accordance to OEM recommendations (proposed installation methodology to form part of the returnables)
5. Commission new engines
6. Process on how to Conduct sea/harbour trials to form part of the returnables. Taking into consideration that TNPA representative/s will have to witness the trials post construction
7. Correct all snags/defect and handover the boat to TNPA
8. Produce installation report (inclusive of wiring diagrams)

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

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

<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 40</b>	The methodology approach is generic and not specific project objectives of this project. The methodology approach does not address all the aspects of the scope of work.
<b>Score 70</b>	<p>The methodology approach is specifically tailored to address the specific project objectives and more (i.e., <b>covers all aspects of the scope of works 1 - 7 and makes provision for installation of a smart fuel consumption metering system</b>). The methodology accommodates changes that may occur during execution.</p> <p>The methodology approach presented by the tenderer indicates a good understanding of the project objectives and it is in line with the schedule and provide detail explanation on how the project will be managed in line with the schedule. The approach does also explain how time risk allowance is calculated. The methodology explains which are the long lead items and how they will be managed.</p>
<b>Score 90</b>	<p>The methodology approach is specifically tailored to address the specific project objectives and more (i.e., <b>covers all aspects of the scope of works 1-8 and makes provision for installation of a smart fuel consumption metering system</b>). The methodology accommodates changes that may occur during execution.</p> <p>The methodology approach presented by the tenderer indicates a good understanding of the project objectives and it is in line with the schedule and provide detail explanation on how the project will be managed in line with the schedule. The approach does also explain how time risk allowance is calculated. The methodology explains which are the long lead items and how they will be managed</p>

<p><b>Score 100</b></p>	<p>The methodology approach addresses important issues in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of <b>(all aspects of the scope of works 1-8, makes provision for installation of a smart fuel consumption metering system and an optional duplex oil filter system etc.)</b>. The methodology approach details ways to improve the project outcomes and the quality of the outputs.</p> <p>The methodology approach presented by the tenderer indicates a good understanding of the project objectives and it is in line with the schedule and provide detail explanation on how the project will be managed in line with the schedule. The approach does also explain how time risk allowance was calculated. The methodology explains which are the long lead items and how they will be managed. The methodology explains which are the long lead items and how they will be managed. The approach also explains how the commission and testing will be carried out. The methodology also take into consideration the defect liability period and how defects will be attendant to during this period.</p>
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## T2.2-06: Evaluation Schedule: Programme

### Note to tenderers:

#### **Programme**

The *Tenderer* provides a hard copy proposed programme and/or makes reference to his proposed programme and attaches it to this schedule along with draft progress tracking sheets and an electronic native version of the programme developed using a scheduling software tool.

The *tenderer* shall provide the proposed programme detailed to minimum of level 3 showing as a minimum the following:-

- ✓ Ability to provide the services:
  - A. Starting date and completion date as listed in contract data Part One - "Data provided by the Employer" and be logically linked to activities in the schedule. To be "sorted" by activities.
  - B. Detailed Level 3 Programme with supportive Information on how durations were estimated. Major milestones are all shown and all project
  - C. All activities to be logically tied using critical path method (CPM).
  - D. All activity durations to be realistic and based on quantities and activities that can be measured in days. Activities are broken down into
  - E. The calendar on the schedule should represent the actual work week/month used. E.g. Weekends and holidays as nonworking periods.
  - F. All Activities link with Predecessors and Successors
  - G. Float is shown
  - H. Programme provided in electronic format (Native (Primavera P6 (preferred) or MS Projects) and PDF)

Bidders are required to submit a detailed programme that is specific to project and covers all aspects indicated, Electronic (both PDF and Native) Programme submitted.

The scoring of the Programme will be as follows

<b>Score 0</b>	The tenderer has submitted no information or inadequate information to determine a score.
<b>Score 40</b>	<p>a) Completion date 10 months</p> <p>b) Does not meet requirements of the stipulated criteria with no supportive information on how the durations were estimated. The sequencing of the key project deliverables is inconsistent and illogical interrelationships of activities with an insufficient breakdown of tasks/activities. Activities are broken down into level 1 detail. No basis of schedule</p> <p>c) The sequencing of the key project deliverables is inconsistent and illogical interrelationships of activities with an insufficient breakdown of tasks/activities.</p> <p>d) The sequencing of the key project deliverables is inconsistent and illogical interrelationships of activities with an insufficient breakdown of tasks/activities. Activities are broken down into 20 to 40 days</p> <p>f) Open end (either Predecessors and Successors) between 2 and 3 activities</p>
<b>Score 70</b>	<p>a) Completion date 9 months</p> <p>b) The requirements partially meet the stipulated criteria with sparse supportive information/details how the durations were estimated however evidence is given that the project requirements, timing and deliverables will be met. Activities are broken down into level 2 detail. No basis of schedule,</p> <p>c) The schedule is partially complete and detailed (not representing all disciplines involved) but the Tenderer's response only meets the minimum requirements of the stipulated criteria (Level 3) with sparse supportive information/details how the durations were estimated.</p> <p>d) The schedule is partially complete and detailed (not representing all disciplines involved) but the Tenderer's response only meets the minimum requirements of the stipulated criteria (Level 3) with sparse supportive information/details how the durations were estimated. Activities are broken down into 10 to 20 days,</p> <p>e) The Calendar working (either Week end or Holidays),</p> <p>f) Open end (either Predecessors and Successors) between 1 and 2 activities,</p> <p>g) Float shown (either Total Float or Free Float)</p> <p>h) Electronic (either PDF and Native) Programme submitted</p>
<b>Score 90</b>	<p>a) Completion date 8 months</p> <p>b) Meets expectations, showing important issues with supportive information clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 3 detail. No basis of schedule</p> <p>c) The Tenderer's response meets all the minimum requirements and is deemed an acceptable response" meets all the requirements of the stipulated criteria with supportive information clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are additional supporting narrative is provided.</p> <p>d) All activity durations is realistic and based on quantities and activities that can be measured in days. Activities are broken down into 5 to 10 days</p> <p>f) Open end (either Predecessors and Successors) between 0 and 1 activities</p>
<b>Score 100</b>	<p>a) Completion between 7 and less months</p> <p>b) Exceeds expectations, showing important issues with supportive information clearly indicating and defining the deliverables, detailed major milestones and the schedule is sufficiently flexible to accommodate changes that may occur. Activities are broken down into level 3 detail. submit basis of schedule</p> <p>c) The Tenderer's response exceeds above acceptable", showing important issues and risks are approached in an innovative and effective way, also includes all of the NEC3 ECC Time</p>

	<p>related requirements a. The schedule indicates that the Tenderer has outstanding knowledge of state-of-the art approaches.</p> <p>d) All activity durations is realistic and based on quantities and activities that can be measured in days based on a project delivery date. Activities are broken down into 0 to 5 days,</p> <p>e) nonworking (Both Weekend and Holidays)</p> <p>f) No Open end (Both Predecessors and Successors) nonworking ( Both Week end and Holidays)</p> <p>g) Float shown with supporting information (Both Total Float and Free Float)</p> <p>h) Electronic (both PDF and Native) Programme submitted</p>
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Attachment A: Electronic Copy of Programme

Attachment B: Hard Copy of Programme

## **T2.2-07: Evaluation Schedule: Health and Safety Management**

Bidder to submit required documents or required information to ensure SHE compliance in terms of scope of work.

Included are:

- Valid letter of good standing with insurance body
- Project specific H&S Plan in line with the project specification
- Environmental Management Plan
- Company H&S and Environmental Policy signed and dated
- Roles and Responsibilities of legal appointees, including but not limited to Safety
- Officer
- Safety Officer's CV and proof of registration with SACPCMP
- Baseline SHE Risk Assessment Register specific to the project
- Completed Safety Health and Environmental Cost Breakdown

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

<b>Score 0</b>	The tenderer has submitted no information to determine a score.
<b>Score 40</b>	Valid letter of good standing with insurance body Project specific Health and Safety Plan in line with Project Specification
<b>Score 70</b>	Valid letter of good standing with insurance body Project specific H&S Plan in line with the project specification Environmental Management Plan Company H&S and Environmental Policy signed and dated Safety Officer's CV and proof of registration with SACPCMP Baseline SHE Risk Assessment Register specific to the project
<b>Score 90</b>	Valid letter of good standing with insurance body Project specific H&S Plan in line with the project specification Environmental Management Plan Company H&S and Environmental Policy signed and dated Safety Officer's CV and proof of registration with SACPCMP Baseline SHE Risk Assessment Register specific to the project Additional to the above, submission of any one (1) of the below items: Roles and Responsibilities of legal appointees, including but not limited to Safety Officer Completed Safety Health and Environmental Cost Breakdown
<b>Score 100</b>	Valid letter of good standing with insurance body Project specific H&S Plan in line with the project specification Environmental Management Plan Company H&S and Environmental Policy signed and dated Roles and Responsibilities of legal appointees, including but not limited to Safety Officer Safety Officer's CV and proof of registration with SACPCMP Baseline SHE Risk Assessment Register specific to the project Completed Safety Health and Environmental Cost Breakdown

**Attached submissions to this schedule:**

.....

.....

.....

.....



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

Signed

Date

Name

Position

Chairman of the Board of Directors

### B. Certificate for Partnership

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

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

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

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

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

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

### D. Certificate for Sole Proprietor

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

Signed	_____	Date	_____
Name	_____	Position	Sole Proprietor

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

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

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

Attach additional pages if more space is required.

## **T2.2-10 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:

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

## T2.2-11: Risk Elements

Tenderers to review the potential risks associated with the Scope of Services. Demonstrate and outline measures to evaluate and mitigate the perceived risk elements relating to the provision of services for proposed repair, commission and restore the life of 4 Tugs in the Port system. The tenderer to comprehensively complete a detailed initial risk register with the potential risk associated with the scope. Furthermore, the tenderer shall indicate % probability, % impact, and mitigation plan as the minimum.

Risk category	Details of risk	% Probability	% Impact	Mitigation plan	Where implemented	Results of implementation

## T2.2-12: Availability of Equipment and Other Resources

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

[illegible]

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

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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

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

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

Signed

Date

Name

Position

Enterprise  
name



**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM**

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

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

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) "all applicable taxes" includes value-added tax, pay as you earn, income tax,

unemployment insurance fund contributions and skills development levies;

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

### 3. POINTS AWARDED FOR PRICE

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

A maximum of 80 points is allocated for price on the following basis:  
80/20

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

Where

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

$P_t$  = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

- 4.1 preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

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

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

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

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

## 5. BID DECLARATION

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

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

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

## 7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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



## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[ TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contribution indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

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

WITNESSES

1. ....
2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South

Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

## 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of institution	State

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

2.2.1 If so, furnish particulars:

.....  
.....

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

---

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

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 consortium<sup>3</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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



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 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.

## 7. ADEQUACY OF DAMAGES

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

## 8. PRIVACY AND DATA PROTECTION

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

## 9. GENERAL

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

Signed

Date

Name

Position

Tenderer

## T2.2-15: RFP DECLARATION FORM

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

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

1. Transnet has supplied and we have received appropriate tender offers to any/all questions (as applicable) which were submitted by ourselves for tender clarification purposes;
2. we have received all information we deemed necessary for the completion of this Tender;
3. at no stage have we received additional information relating to the subject matter of this tender from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the tender documents;
4. we are satisfied, insofar as our company is concerned, that the processes and procedures adopted by Transnet in issuing this tender and the requirements requested from tenderers in responding to this tender have been conducted in a fair and transparent manner; and
5. furthermore, we acknowledge that a direct relationship exists between a family member and/or an owner / member / director / partner / shareholder (unlisted companies) of our company and an employee or board member of the Transnet Group as indicated below:

*[Respondent to indicate if this section is not applicable]*

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

---

---

---

Indicate nature of relationship with Transnet:

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

We declare, to the extent that we are aware or become aware of any relationship between ourselves and Transnet (other than any existing and appropriate business relationship with

Transnet) which could unfairly advantage our company in the forthcoming adjudication process, we shall notify Transnet immediately in writing of such circumstances.

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-19 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

- Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding an tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.
- It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)



- 
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
  - All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

## T2.2-16: REQUEST FOR PROPOSAL – BREACH OF LAW

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

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

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

NATURE OF BREACH:

---

---

---

DATE OF BREACH: \_\_\_\_\_

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

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

\_\_\_\_\_  
SIGNATURE OF TENDERER

## T2.2-17: 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

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

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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

## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## T2.2-19 : Supplier Code of Conduct

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

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

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

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

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

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

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

- 
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
  - Gain an improper advantage.

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

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

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

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

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

## T2.2-20: 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/R10 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)			

## T2.2-21: Forecast Rate of Invoicing

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

### Index of documentation attached to this schedule:

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## **T2.2-22: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

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## **T2.2-23 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/infocreg/>, click on contact us, click on complaints.IR@justice.gov.za

### 3. **SOLE AGREEMENT**

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

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

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

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

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

**XXXXX (Pty) Ltd**

(Operator)

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

**AS WITNESSES:**

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

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/03/0150/RFP

DESCRIPTION OF THE WORKS: SUPPLY, DELIVER, INSTALL AND COMMISSION FOUR (4) DIESEL ENGINES ON TWO WORKBOATS LOCATED IN MOSSEL BAY &amp; RICHARDS BAY

## T2.2-24: Health and Safety Questionnaire

<b>1. SAFE WORK PERFORMANCE</b>																			
1A. Injury Experience / Historical Performance - Alberta																			
Use the previous three years injury and illness records to complete the following:																			
Year																			
Number of medical treatment cases																			
Number of restricted work day cases																			
Number of lost time injury cases																			
Number of fatal injuries																			
Total recordable frequency																			
Lost time injury frequency																			
Number of worker manhours																			
<table border="1"> <tr> <td>1 - Medical Treatment Case</td> <td>Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician</td> </tr> <tr> <td>2 - Restricted Work Day Case</td> <td>Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties</td> </tr> <tr> <td>3 - Lost Time injury Cases</td> <td>Any occupational injury that prevents the worker from performing any work for at least one day</td> </tr> <tr> <td>4 - Total Recordable Frequency</td> <td>Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours</td> </tr> <tr> <td>5- Lost Time Injury Frequency</td> <td>Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours</td> </tr> </table>				1 - Medical Treatment Case	Any occupational injury or illness requiring treatment provided by a physician or treatment provided under the direction of a physician	2 - Restricted Work Day Case	Any occupational injury or illness that prevents a worker from performing any of his/her craft jurisdiction duties	3 - Lost Time injury Cases	Any occupational injury that prevents the worker from performing any work for at least one day	4 - Total Recordable Frequency	Total number of Medical Treatment, Restricted Work and Lost Time Injury cases multiplied by 200,000 then divided by total manhours	5- Lost Time Injury Frequency	Total number of Lost Time Injury cases multiplied by 200,000 then divide by total manhours						
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1B. Workers' Compensation Experience																			
Use the previous three years injury and illness records to complete the following (if applicable):																			
Industry Code:		Industry Classification:																	
<table border="1"> <tr> <td>Year</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Industry Rate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Contractor Rate</td> <td></td> <td></td> <td></td> </tr> <tr> <td>% Discount or Surcharge</td> <td></td> <td></td> <td></td> </tr> </table>				Year				Industry Rate				Contractor Rate				% Discount or Surcharge			
Year																			
Industry Rate																			
Contractor Rate																			
% Discount or Surcharge																			
Is your Workers' Compensation account in good standing? (Please provide letter of confirmation)		<input type="checkbox"/> Yes <input type="checkbox"/> No																	
<b>2. CITATIONS</b>																			
2A.	Has your company been cited, charged or prosecuted under Health, Safety and/or Environmental Legislation in the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:																		
2B.	Has your company been cited, charged or prosecuted under the above Legislation in another Country, Region or State? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide details:																		

### 3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

☐ Yes ☐ No If Yes, what is the Certificate No. \_\_\_\_\_ Issue Date \_\_\_\_\_

### 4. SAFETY PROGRAM

Do you have a written safety program manual? ☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution? ☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

	YES	NO		YES	NO
CORPORATE SAFETY POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EQUIPMENT MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT NOTIFICATION POLICY	<input type="checkbox"/>	<input type="checkbox"/>	EMERGENCY RESPONSE	<input type="checkbox"/>	<input type="checkbox"/>
RECORDKEEPING & STATISTICS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
REFERENCE TO LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
PROGRESSIVE DISCIPLINE POLICY	<input type="checkbox"/>	<input type="checkbox"/>	WORKPLACE INSPECTIONS	<input type="checkbox"/>	<input type="checkbox"/>
RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	INVESTIGATION PROCESS	<input type="checkbox"/>	<input type="checkbox"/>
PPE STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	TRAINING POLICY & PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>
ENVIRONMENTAL STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMMUNICATION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>
MODIFIED WORK PROGRAM	<input type="checkbox"/>	<input type="checkbox"/>			

### 5. TRAINING PROGRAM

5A. Do you have an orientation program for new hire employees? ☐ Yes ☐ No

If Yes, include a course outline. Does it include any of the following:

	YES	NO		YES	NO
GENERAL RULES & REGULATIONS	<input type="checkbox"/>	<input type="checkbox"/>	CONFINED SPACE ENTRY	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	TRENCHING & EXCAVATION	<input type="checkbox"/>	<input type="checkbox"/>
INJURY REPORTING	<input type="checkbox"/>	<input type="checkbox"/>	SIGNS & BARRICADES	<input type="checkbox"/>	<input type="checkbox"/>
LEGISLATION	<input type="checkbox"/>	<input type="checkbox"/>	DANGEROUS HOLES & OPENINGS	<input type="checkbox"/>	<input type="checkbox"/>
RIGHT TO REFUSE WORK	<input type="checkbox"/>	<input type="checkbox"/>	RIGGING & CRANES	<input type="checkbox"/>	<input type="checkbox"/>
PERSONAL PROTECTIVE EQUIPMENT	<input type="checkbox"/>	<input type="checkbox"/>	MOBILE VEHICLES	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	PREVENTATIVE MAINTENANCE	<input type="checkbox"/>	<input type="checkbox"/>
PROJECT SAFETY COMMITTEE	<input type="checkbox"/>	<input type="checkbox"/>	HAND & POWER TOOLS	<input type="checkbox"/>	<input type="checkbox"/>
HOUSEKEEPING	<input type="checkbox"/>	<input type="checkbox"/>	FIRE PREVENTION & PROTECTION	<input type="checkbox"/>	<input type="checkbox"/>
LADDERS & SCAFFOLDS	<input type="checkbox"/>	<input type="checkbox"/>	ELECTRICAL SAFETY	<input type="checkbox"/>	<input type="checkbox"/>
FALL ARREST STANDARDS	<input type="checkbox"/>	<input type="checkbox"/>	COMPRESSED GAS CYLINDERS	<input type="checkbox"/>	<input type="checkbox"/>
AERIAL WORK PLATFORMS	<input type="checkbox"/>	<input type="checkbox"/>	WEATHER EXTREMES	<input type="checkbox"/>	<input type="checkbox"/>



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5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No

(If Yes, submit an outline for evaluation. Does it include instruction on the following:

	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	SAFETY COMMUNICATION	<input type="checkbox"/>	<input type="checkbox"/>
EMPLOYEE RESPONSIBILITIES	<input type="checkbox"/>	<input type="checkbox"/>	FIRST AID/MEDICAL PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>
DUE DILIGENCE	<input type="checkbox"/>	<input type="checkbox"/>	NEW WORKER TRAINING	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY LEADERSHIP	<input type="checkbox"/>	<input type="checkbox"/>	ENVIRONMENTAL REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>
WORK REFUSALS	<input type="checkbox"/>	<input type="checkbox"/>	HAZARD ASSESSMENT	<input type="checkbox"/>	<input type="checkbox"/>
INSPECTION PROCESSES	<input type="checkbox"/>	<input type="checkbox"/>	PRE-JOB SAFETY INSTRUCTION	<input type="checkbox"/>	<input type="checkbox"/>
EMERGENCY PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	DRUG & ALCOHOL POLICY	<input type="checkbox"/>	<input type="checkbox"/>
INCIDENT INVESTIGATION	<input type="checkbox"/>	<input type="checkbox"/>	PROGRESSIVE DISCIPLINARY POLICY	<input type="checkbox"/>	<input type="checkbox"/>
SAFE WORK PROCEDURES	<input type="checkbox"/>	<input type="checkbox"/>	SAFE WORK PRACTICES	<input type="checkbox"/>	<input type="checkbox"/>
SAFETY MEETINGS	<input type="checkbox"/>	<input type="checkbox"/>	NOTIFICATION REQUIREMENTS	<input type="checkbox"/>	<input type="checkbox"/>

**6. SAFETY ACTIVITIES**

Do you conduct safety inspections?

Yes No Weekly Monthly Quarterly

☐ ☐ ☐ ☐ ☐

Describe your safety inspection process (include participation, documentation requirements, follow-up, report distribution).

Who follows up on inspection action items?

Do you hold site safety meetings for field employees? If Yes, how often?

Yes No Daily Weekly Biweekly

☐ ☐ ☐ ☐ ☐

Do you hold site meetings where safety is addressed with management and field supervisors?

Yes No Weekly Biweekly Monthly

☐ ☐ ☐ ☐ ☐Is pre-job safety instruction provided before to each new task? ☐ Yes ☐ NoIs the process documented? ☐ Yes ☐ No

Who leads the discussion?

Do you have a hazard assessment process? ☐ Yes ☐ No

- Are hazard assessments documented? If yes, how are hazard assessments communicated and implemented on each project? Who is responsible for leading the hazard assessment process?

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Does your company have policies and procedures for environmental protection, spill clean-up, reporting, waste disposal, and recycling as part of the Health &amp; Safety Program?

☐ Yes ☐ No

How does your company measure its H&amp;S success?

- Attach separate sheet to explain



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## 7. SAFETY STEWARDSHIP

7A Are incident reports and report summaries sent to the following and how often?

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing Director	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Director/Manager	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
/Chief Executive Officer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7B How are incident records and summaries kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Incidents totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7C How are the costs of individual incidents kept? How often are they reported internally?

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled by project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by superintendent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Subtotaled by foreman/general foreman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## 8 PERSONNEL

List key health and safety officers planned for this project. Attach resume.

Name	Position/Title	Designation

Supply name, address and phone number of your company's corporate health and safety representative. Does this individual have responsibilities other than health, safety and environment?

Name	Address	Telephone Number

Other responsibilities:

## 9 REFERENCES

List the last three company's your form has worked for that could verify the quality and management commitment to your occupational Health &amp; Safety program

Name and Company	Address	Phone Number

## 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:

### **Supply, deliver, install and commission four (4) diesel engines on two workboats located in Mossel Bay and Richards Bay**

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer:**

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

Tenderer's CIDB registration number:



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## Acceptance

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

The terms of the contract, are contained in:

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

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

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

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

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



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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

*(Insert name and address of organisation)*

Name &  
signature of  
witness

Date

## Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

### For the tenderer:

### For the Employer

Signature

Name

Capacity

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

Transnet SOC Ltd

Name & signature of witness

Date



## C1.2 Contract Data

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

Clause	Statement	Data
1	<p><b>General</b></p> <p>The <i>conditions of contract</i> are the core clauses and the clauses for main Option</p>	<p><b>A: Priced contract with activity schedule</b></p>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<p><b>X2 Changes in the law</b></p> <p><b>X7: Delay damages</b></p> <p><b>X16: Retention</b></p> <p><b>X18: Limitation of liability</b></p> <p><b>Z: Additional conditions of contract</b></p>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The <i>Employer</i> is:	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>
	Address	Registered address: <b>Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</b>
	Having elected its Contractual Address for the purposes of this contract as:	<b>Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (eMendi Building) Port Of Ngqura</b>



10.1	The <i>Project Manager</i> is: (Name)	<b>Luvuyo Jekwa</b>
	Address	<b>Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (eMendi Building) Port Of Ngqura</b>
	Tel	
	e-mail	
10.1	The <i>Supervisor</i> is: (Name)	<b>Motsamai Mohoalali</b>
	Address	<b>Transnet National Ports Authority N2 Neptune Road, Entrance Foyer, TNPA Admin Building (eMendi Building) Port of Ngqura</b>
	Tel No.	
	e-mail	
11.2(13)	The <i>works</i> are	<b>Supply, deliver, install and Commission Four (4) Diesel Engines on Two Workboats located in Mossel Bay &amp; Richards Bay.</b>
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The <i>boundaries of the site</i> are	<b>As stated in Part C4.1." Description of the Site and it surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The <i>law of the contract</i> is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The <i>language of this contract</i> is	<b>English</b>
13.3	The <i>period for reply</i> is	<b>2 weeks</b>
<b>2</b>	<b>The <i>Contractor's</i> main responsibilities</b>	<b>No additional data is required for this section of the <i>conditions of contract</i>.</b>
<b>3</b>	<b>Time</b>	
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	<b>15 February 2023</b>



31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>
31.2	The <i>starting date</i> is	<b>16 September 2022</b>
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	<b>2 weeks.</b>
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.	<b>No</b>
<b>4</b>	<b>Testing and Defects</b>	
42.2	The <i>defects date</i> is	<b>52 (fifty two) weeks after Completion of the whole of the <i>works</i>.</b>
43.2	The <i>defect correction period</i> is	<b>2 weeks</b>
<b>5</b>	<b>Payment</b>	
50.1	The <i>assessment interval</i> is monthly on the	<b>18<sup>th</sup> (Eighteenth) day of each successive month.</b>
51.1	The <i>currency of this contract</i> is the	<b>South African Rand.</b>
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>
51.4	The <i>interest rate</i> is	<b>the prime lending rate of Standard Bank of South Africa.</b>
<b>6</b>	<b>Compensation events</b>	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	<p><b>the cumulative rainfall (mm)</b></p> <p><b>the number of days with rainfall more than 10 mm</b></p> <p><b>the number of days with minimum air temperature less than 0 degrees Celsius</b></p> <p><b>the number of days with snow lying at 08:00 hours South African Time</b></p> <p><b>and these measurements:</b></p>



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:

and which are available from:

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

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



3	Insurance against:	<b>Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability</b>
	Cover / indemnity	<b>Is to the extent as stated in the insurance policy for Contract Works / Public Liability</b>
	The deductibles are:	<b>As stated in the insurance policy for Contract Works / Public Liability</b>
4	Insurance against:	<b>Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon</b>
	Cover / indemnity	<b>Cover / indemnity is to the extent provided by the SASRIA coupon</b>
	The deductibles are	<b>The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.</b>
	Note:	<b>The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."</b>

- 84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is
- The *Contractor* provides these additional Insurances
- 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.**
- 1 Where the contract requires that the design of any part of the *works* shall be provided by the *Contractor* the *Contractor* shall satisfy the *Employer* that professional indemnity insurance cover in connection therewith has been affected**



- 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the *works* at premises other than the site, the *Contractor* shall satisfy the *Employer* that such plant & materials, components or other goods for incorporation in the *works* are adequately insured during manufacture and/or fabrication and transportation to the site.**
- 3 Should the *Employer* have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the *Contractor's* policies of insurance as well as those of any sub-contractor**
- 4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000/R10 000 000.**
- 5 Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
- 6 Protection and Indemnity Insurance in respect of all 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.**

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**

<b>9</b>	<b>Termination</b>	<b>There is no additional Contract Data required for this section of the <i>conditions of contract</i>.</b>
<b>10</b>	<b>Data for main Option clause</b>	
<b>A</b>	<b>Priced contract with Activity Schedule</b>	<b>No additional data is required for this Option.</b>
<b>11</b>	<b>Data for Option W1</b>	



W1.1	The <i>Adjudicator</i> is	<b>Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.</b>
W1.2(3)	The <i>Adjudicator nominating body</i> is:  If no <i>Adjudicator nominating body</i> is entered, it is:	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>  <b>the Association of Arbitrators (Southern Africa)</b>
W1.4(2)	The <i>tribunal</i> is:	<b>Arbitration</b>
W1.4(5)	The <i>arbitration procedure</i> is	<b>The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)</b>
	The place where arbitration is to be held is	<b>Gqeberha, South Africa</b>
	The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	<b>The Chairman of the Association of Arbitrators (Southern Africa)</b>
<b>12</b>	<b>Data for secondary Option clauses</b>	
<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the <i>works</i> are	<b>R8000 per day</b>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>10% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	



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



**Z5 Additional clauses relating to Joint Venture**

**Z5.1**

**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.**



		<ul style="list-style-type: none"> <li>• <b>Financial requirements for the Joint Venture:</b> <ul style="list-style-type: none"> <li>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;</li> <li>v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.</li> </ul> </li> </ul>
<b>Z5.2</b>		<p>Insert additional core clause 27.6</p> <p><b>27.6.</b> The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.</p>
<b>Z6</b>	<b>Additional obligations in respect of Termination</b>	
<b>Z6.1</b>		<p>The following will be included under core clause 91.1:</p> <p>In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> <li>• commenced business rescue proceedings (R22)</li> <li>• repudiated this Contract (R23)</li> </ul>
<b>Z6.2</b>	<b>Termination Table</b>	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
<b>Z6.3</b>		<p>Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."</p>



<b>Z7</b>	<b>Right Reserved by the Employer to Conduct Vetting through SSA</b>	
<b>Z7.1</b>		<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>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> <li>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> <li>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.</li> </ol>
<b>Z8</b>	<b>Additional Clause Relating to Collusion in the Construction Industry</b>	
<b>Z8.1</b>		<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>
<b>Z9</b>	<b>Protection of Personal Information Act</b>	
<b>Z9.1</b>		<p>The <i>Employer</i> and the <i>Contractor</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.</p>



**Z10**      **BBBEE Clauses**

**Z10.1**

**Insert additional clause 27.7.**  
**27.7.1. The Employer encourages its Contractors**  
**to constantly strive to improve their B-BBEE**  
**Contributor Status Levels.**

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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):	
11.2(8)	Address	
	Tel No.	
	Fax No.	
	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:	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/03/0150/RFP

DESCRIPTION OF THE WORKS: SUPPLY, DELIVER, INSTALL AND COMMISSION FOUR (4) DIESEL ENGINES ON TWO WORKBOATS LOCATED IN MOSSEL BAY & RICHARDS BAY



		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled</b>
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
<b>A</b>	<b>Priced contract with activity schedule</b>	
11.2(20)	The <i>activity schedule</i> is in	
11.2(30)	The tendered total of the Prices is	<b>(in figures)</b>
		<b>(in words), excluding VAT</b>

TRANSNET NATIONAL PORTS AUTHORITY

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## PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	2
C2.2	Activity Schedule	3



## 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**

- 11.2 (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 makes reference to his Activity Schedule and attaches it to this schedule.

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

### MOSSEL BAY WORKBOAT

Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
A1	Removal of existing engines and package for shipping	SUM		1	
A2	Prepare surfaces for alignment, mounting of new engines	SUM		1	
A3	Perform engine tests in accordance to OEM specification	SUM		1	
A4	Install new engines	SUM		1	
A5	Commission new engines	SUM		1	
A6	Conduct harbour trials	SUM		1	
A7	Handover the boat to TNPA	SUM		1	
A8	Produce installation report (inclusive of wiring diagrams)	SUM		1	
<b>SUB TOTAL PRICE (A) excl. VAT</b>					
Activity No	Activity Description	Unit	Rate	Quantity	Price of each activity
B1	Removal of existing engines and package for shipping	SUM		1	
B2	Prepare surfaces for alignment, mounting of new engines	SUM		1	
B3	Perform engine tests in accordance to OEM specification	SUM		1	
B4	Install new engines	SUM		1	
B5	Commission new engines	SUM		1	

B6	Conduct harbour trials	SUM		1	
B7	Handover the boat to TNPA	SUM		1	
B8	Produce installation report (inclusive of wiring diagrams)	SUM		1	
<b>SUB TOTAL PRICE (B) EXCL VAT.</b>					

### **RICHARDS BAY WORKBOAT**

<b>Activity No</b>	<b>Activity Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Quantity</b>	<b>Price of each activity</b>
C1	Removal of existing engines and package for shipping	SUM		1	
C2	Prepare surfaces for alignment, mounting of new engines	SUM		1	
C3	Perform engine tests in accordance to OEM specification	SUM		1	
C4	Install new engines	SUM		1	
C5	Commission new engines	SUM		1	
C6	Conduct harbour trials	SUM		1	
C7	Handover the boat to TNPA	SUM		1	
C8	Produce installation report (inclusive of wiring diagrams)	SUM		1	
<b>TOTAL SUB PRICE (C ) EXCL VAT.</b>					

<b>Activity No</b>	<b>Activity Description</b>	<b>Unit</b>	<b>Rate</b>	<b>Quantity</b>	<b>Price of each activity</b>
D1	Removal of existing engines and package for shipping	SUM		1	
D2	Prepare surfaces for alignment, mounting of new engines	SUM		1	
D3	Perform engine tests in accordance to OEM specification	SUM		1	
D4	Install new engines	SUM		1	
D5	Commission new engines	SUM		1	



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2022/03/0150/RFP

DESCRIPTION OF THE WORKS: SUPPLY, DELIVER, INSTALL AND COMMISSION FOUR (4) DIESEL ENGINES ON TWO WORKBOATS LOCATED IN MOSSEL BAY &amp; RICHARDS BAY

D6	Conduct harbour trials	SUM		1	
D7	Handover the boat to TNPA	SUM		1	
D8	Produce installation report (inclusive of wiring diagrams)	SUM		1	
	TOTAL SUB PRICE (D) EXCL VAT.				
TOTAL (A-D) EXCL VAT.					
VAT 15% (IF APPLICABLE)					
TOTAL INCL. VAT					

**NB: This Activity Schedule should be read in conjunction with the Works Information because they are interrelated, any other information identified by the tenderer but not covered in the activity scheduled should be brought to the attention of the *Employer* during the tender phase. Failure to raise any inconsistencies between the *Works Information* and the Activity Schedule during the tender period will not be acceptable by the *Employer* after award of the successful Bidder.**

## PART C3: SCOPE OF WORK

Document reference	Title	No of page
	This cover page	1
C3.1	<i>Employer's Works Information</i>	36
C3.2	<i>Contractor's Works</i>	1
<b>Total number of pages</b>		<b>38</b>



## C3.1 EMPLOYER'S WORKS INFORMATION

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## SECTION 1

### 1 Description of the *works*

#### 1.1 Executive overview

The required *Services* is to appoint a *Contractor* to purchase four (4) main engines for the Workboats. After purchasing these engines from the Original Equipment Manufacturer (OEM), the appointed contractor will be responsible for delivery, installation, testing, commissioning, and handover a fully operational Workboat to the *Employer*. It must be noted that the Workboat in the Port of Richards Bay (PoRB) has been out of operation for almost four (4) years. It will be the responsibility of the appointed *Contractor* to ensure that the all the *Works* required are undertaken in accordance with International Marine Organisation (IMO), South African Maritime Safety Authority (SAMSA) regulations and other relevant legislation. The two (2) Workboats are currently located in the Ports of Richards Bay and Mossel Bay. The *Contractor* is required to ensure proper completion of the *Works* in accordance with the *Contract Data*. 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.
- *Contractor* will be required to dismantle the old engines and install the new once and all interconnections which are compliant to OEM specification. In instances where newer, better technologies are identified, *Contractor* will be required to provide recommended maintenance packages for *Employer* to consider;
- The *Contractor* will be required to supply Workboat Engines that are compatible with the fitted gearbox and all associated equipment, (see table 1 below)

TABLE 1

<b>CONFIGURATION</b>	<b>In-Line , 6 Cylinder , 4 Stroke Diesel</b>			
<b>ASPIRATION</b>	<b>Turbocharged / Aftercooled</b>			
<b>DISPLACEMENT</b>	<b>19L</b>			
<b>BORE AND STROKE</b>	<b>159 x 159 mm</b>			
<b>ROTATION</b>	<b>Counter clockwise facing flywheel</b>			
<b>FUEL SYSTEM</b>	<b>Pressure Time ( PT)</b>			
<b>OVERALL LENGTH</b>	<b>1877mm</b>			
<b>OVERALL WIDTH</b>	<b>1003mm</b>			
<b>OVERALL HEIGHT</b>	<b>1905mm</b>			
<b>OVERALL WEIGHT</b>	<b>2073mm</b>			
<b>RATINGS</b>	<b>522Kw</b>	<b>710MHP</b>	<b>700BHP</b>	<b>2100RPM</b>

- The Contractor shall make necessary arrangements and perform all required tests in accordance to OEM recommendations prior fitting the engines and a TNPA representative shall be invited to witness all the tests.
- 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 Workboats requirements and update method statement accordingly to address their functional requirements;
- Submission of the *Works* including the commissioning programme, this shall include key milestones as well as the ordering of long lead and all imported items. The programme must be in Microsoft Project or P6 Primavera format with all the links between activities shown as well as the critical path;

- The *Contractor* will develop the cost estimate of the for each Workboat as per the provided activity schedule (Annexure A);
- The Contractor to make provision for all the third-party testing required before deploying the Workboats into water; and
- Upon commission of the Workboats, the *Contractor* will be required to conduct harbour and sea- trials in accordance to the Class Society standards and handover the Workboats to *Employer* for acceptance.
- The cost of any *work*, material or equipment not covered by the specification or drawings but considered necessary by the contractor for the satisfactory completion and operation of the workboats, will have to be included in the tender price.

The *Contractor* will be required to have two teams for this project one team to focus on the Workboat in the Port of Richards Bay and the other to focus on the Port of Mossel Bay. Each team must have a lead on site to ensure that the work carried out is of the highest quality.

## 1.2 ***Employer's objectives***

The *Employer's* objectives are:

- To restore the life of the two Workboats in the Ports of Richards Bay and Mossel Bay;
- Engines to be fitted are to be of the latest approved technology;
- Compliance to IMO regulations;
- Compliance to SAMSA requirements;
- Compliance to International Convention for Safety of Life at Sea
- To ensure customer excellence;
- Maintain current capacity within Marine;
- Provision of reliable service to the customers;
- Alleviate the issues of high maintenance costs;
- Compliance to the National Fleet Plan.

### 1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
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
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

Abbreviation	Meaning given to the abbreviation
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
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:

- *Works Information*;
- General Arrangement Drawing of the Workboats; and
- Engine Specification.

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 design for the overall 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 Workboats 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 (CD Rom) 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 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 documents 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 1 (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)

## 2.6 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 Management Office filing system will be utilized for the control of all relevant documentation. All documents 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 documents 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
- 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*.

- 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.

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 The *Contractor* complies with the Transnet National Ports Authority security requirements for the Ports where these Workboats are located i.e., Ports of Mossel Bay and Richards Bay.

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

3.1.4 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.

3.1.5 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 *Employer* while working within the work vicinity.

3.1.6 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*.

- 3.1.7 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.
- 3.1.8 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.
- 3.1.9 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
- 3.1.10 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*.

- 3.1.11 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

#### 3.1.12 Publicity and progress photographs

The *Contractor* shall have to provide Site notice board which will have *Contractor's* name, Supervisor's name and contact details, this will caution people of the work in progress in the area during delivery and installation of equipment

#### 3.1.13 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*.

#### 3.1.14 *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.

#### 3.1.15 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.

#### 3.1.16 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.



- 3.1.17 The *Employer* provides the following Equipment on the Site for the *Contractor's* use:  
None
- 3.1.18 The *Contractor* complies with the following conditions in using the *Employer's* Equipment:  
No equipment will be provided by the *Employer*
- 3.1.19 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 these services reach their site of work.
- 3.1.20 The *Employer* provides the following facilities for the *Contractor*:  
None
- 3.1.21 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*.
- 3.1.22 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.
- 3.1.23 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.
- 3.1.24 Wherever the *Contractor* provides facilities (either his own or for the *Project Manager* and/or *Supervisor*) and all items of Equipment, involving, *inter alia*, offices, accommodation, laboratories, Materials storage, compound areas etc, within the Working Areas, then the *Contractor* makes good and provides full reinstatement to the land (including all apparatus of the *Employer* and Others in, on or under the land) and surrounding areas to its original standard, upon dismantling of such facilities and items of Equipment.
- 3.1.25 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*.
- 3.1.26 Existing premises, inspection of adjoining properties and checking work of Others  
N/A
- 3.1.27 Survey control and setting out of the *works*
- 3.1.28 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
- 3.1.29 The *Contractor* complies with the following requirements
- SAMSA
  - IMO
  - SOLAS
  - MARPOL

- OHS Act 85 of 93
- Labour Relations requirements

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

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

3.1.31 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

3.1.32 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

3.1.33 The main *Contractor* to ensure that the *sub-Contractors* comply with the requirements of the CEMP.

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

3.1.35 The *Contractor* complies with the following:

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

3.1.36 Giving notice of work to be covered up:

- The *Contractor* to notify the *Project Manager* one (1) week prior the delivery and installation of equipment.
- The *Contractor* to submit a four (4) week level 4 look ahead programme every second week of the month. This will enable the *Project Manager* to notify the affected stakeholders of the planned work and arrange Security Access requirements.

3.1.37 The *Contractor* should adhere to the accepted programme.



3.1.38 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:

3.1.39 Hook ups to existing *works*

There are no constraints that are foreseen.

3.1.40 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:

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 their tender for a training course, to train on site at least five crew members per Workboats, 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*.

- 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.

The *Contractor* will be required to provide training material and issue out training certificate to declare the EMPLOYER Fire Officials' competent to operate the equipment safely and effectively. The training to be conducted by the competent person from the *Contractor*.

### 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

#### 4.4 Process control and IT works

As per the Workboats specification

## 5 List Of Drawings

### 5.1 NIL

## 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	Port of Richards Bay and Mossel Bay	<i>Project Manager</i> , Planner, Quantity Surveyor, <i>Supervisor</i> , Senior Manager Fleet and Contractor (appropriate key persons)
Overall contract progress and feedback	Bi-Weekly	Port of Richards Bay and Mossel Bay	<i>Project Manager</i> , Planner, Quantity Surveyor, <i>Supervisor</i> , Senior Manager Fleet and Contractor (appropriate key persons)
SHE meeting	Once a Month	Port of Richards Bay and Mossel Bay	CSHEO, <i>Contractor</i> and the <i>Supervisor</i>

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 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 annexure B with SHE specification attached.



- 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.
- 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 Annexure A.
- 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"> <li>Oversee the execution of deliverables</li> <li>Manages the risks originating from the project respective activities.</li> <li>Guiding the <i>Contractor</i> to ensure all works conform to <i>Employer</i> safety processes and systems</li> <li>Convening of Progress, Risk, Early Warning and other site issues</li> </ul>
<i>Employer's Engineer</i>	<ul style="list-style-type: none"> <li>Oversee the quality management plan</li> <li>Ensures that the <i>Contractor</i> complies with the Specification and attends health and safety risk mitigation meetings</li> </ul>
Risk Control Officer	<ul style="list-style-type: none"> <li>Ensures that the <i>Contractor</i> complies with all health and safety regulations</li> <li>Attend risks meeting during the progress of the project</li> </ul>
<i>Supervisor</i>	Ensures that the <i>Contractor</i> complies with the Specification and attends health and safety risk mitigation meetings
Safety Officer	<ul style="list-style-type: none"> <li>Ensures that the <i>Contractor</i> complies with all Health &amp; Safety regulations and legislations</li> <li>Attend risks meeting during the progress of the project</li> </ul>

## 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 A, see SHE specifications. For organogram, refer to annexure A.
- 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
- 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 make provision to train on site at least 5 crew members per Workboat, 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 Workboats.
- 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 **Motsamai Mohoalali**

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.

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.
- 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. After handover it will be the responsibility of *Employer* to ensure good keeping and safety of material

### 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, design where required, installation where required, testing, commissioning and handing over of fully operational Workboats in complete working order ready for immediate use and subsequent maintenance as per the NEC-3 Contract.

The *Contractor* to note that this *Works Information* is to be read in conjunction with the Activity Schedule or the Bill of Quantities (BoQ). No document takes precedence over the other therefore, pricing the BoQ without taking into consideration all the requirements as per this WI will be the risk borne by the *Contractor*.

**ANNEXURE A**


**“HOW TO” GUIDE FOR  
BIDDERS**

# "HOW TO" GUIDE FOR BIDDERS

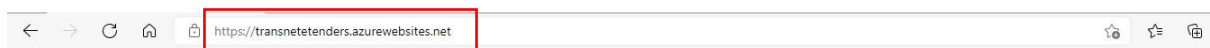
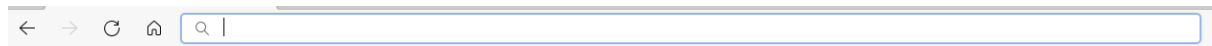
REGISTER ON ETENDER PORTAL

ACCESS TENDERS

**NB: Do not wait for the last minute to register or to bid for a tender. Ensure you complete your process at least 1 day (24hours) before the closing date**

Go to Google Chrome 

In the address bar type: <https://transnetetenders.azurewebsites.net>





https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c\_1\_signupsignin/oauth2/v2.0/authorize?client



### Sign in with your email address

[Forgot your password?](#)


[Sign in](#)

[Don't have an account? → Sign up now](#)

If not already registered, click on Sign up now.

Ensure that the email you use to sign in is the same as the email that you received from the tender invite on the email, otherwise you will not see the tender

Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code

Display Name

Create

Complete all fields, before selecting “Send verification code” and confirm that all information is correct.


**VERY IMPORTANT:** Each field needs to be completed and not to be left blank

If you do not have a central Supplier Database number, enter the same company registration number in that field.

Send verification code

After completing all fields, select "Send verification code". The code will be sent to your email.

< Cancel



Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Copy the code as received on the email and paste it in the Verification code field  
Then click on Verify code

Verify code

Send new code

\*\*\*\*\*

Forgot your password?

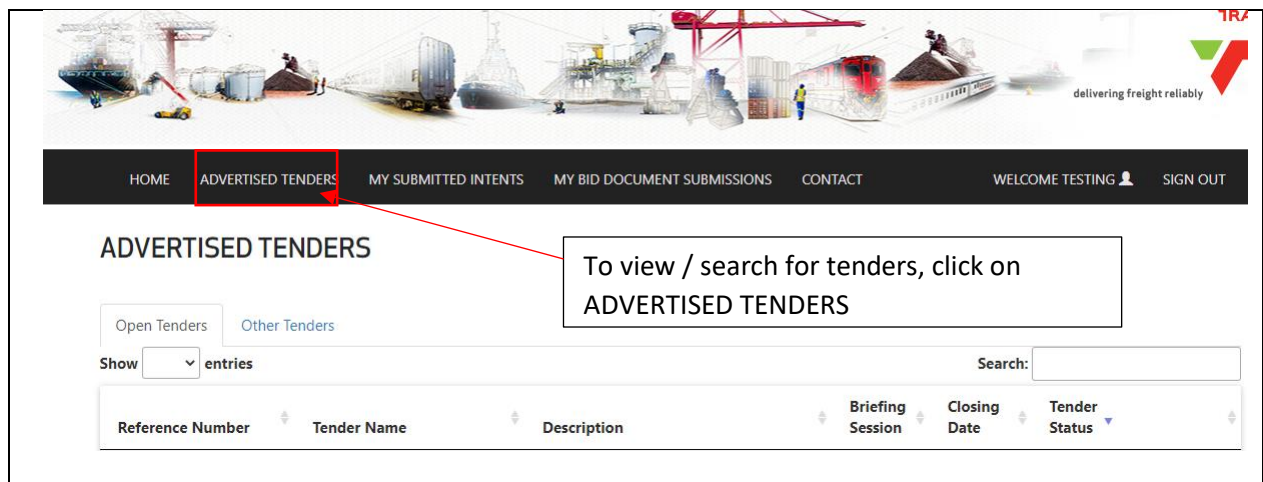
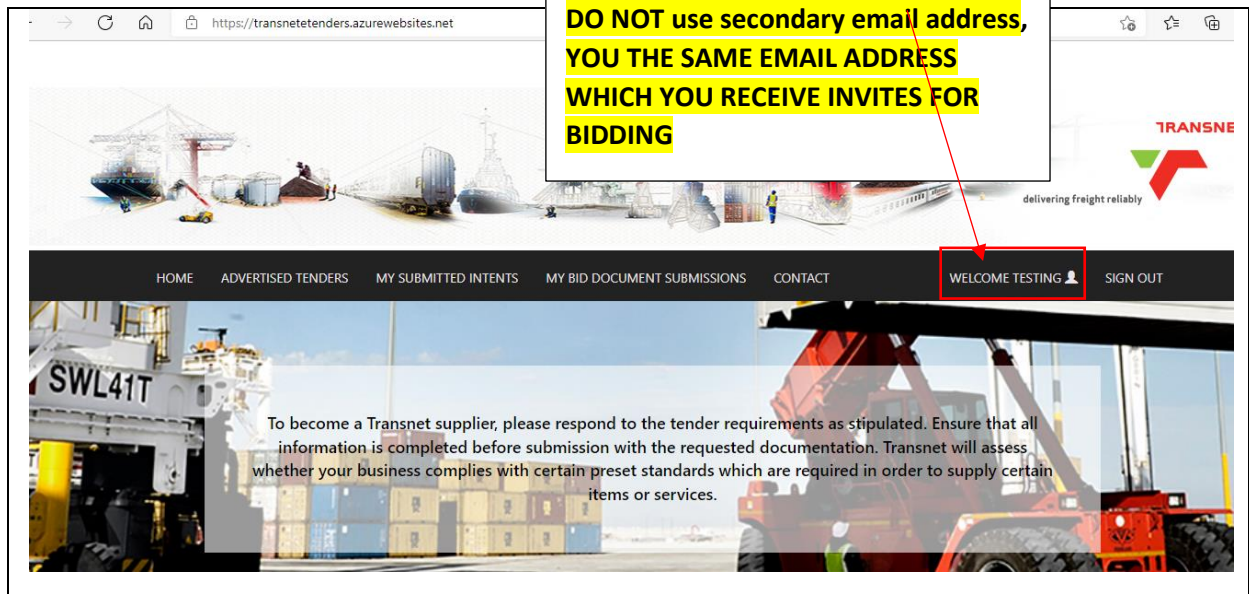
Sign in

Don't have an account? [Sign up now](#)

Then click on Sign in

Once registered and signed in, the home screen will have “WELCOME (Registered user)”

**DO NOT use secondary email address, YOU THE SAME EMAIL ADDRESS WHICH YOU RECEIVE INVITES FOR BIDDING**



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

Kind Regards,  
Transnet eTenders

When a bidder receives an email to quote, the bidder needs to register with the email address of the recipient that received the email. If already registered, sign in.

**NOTE: The details on this email is intended for guidance only and not to be used on the live system**

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

**ADVERTISED TENDERS**

Open Tenders Other Tenders

Show  entries Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TCC/2021/11/0031/RFQ	For the supply and installation of an air compressor	For the supply and installation of an air compressor for indoor shooting range that operates the laser system and supply air to air guns utilised during training and conduct maintenance on air supply system and hoses.		12/10/2021 12:00:00 PM	Closed	<a href="#">View Details</a>
TFR/2021/12/0014/RFQ	ELECTRICAL MATERIAL (CABLES)	SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL (CABLES) FOR A ONCE OFF PERIOD		12/13/2021 4:00:00 PM	Closed	<a href="#">View Details</a>
TFR/2021/12/0017/RFQ	CRAC_JHB_36509.	FOR THE SUPPLY AND DELIVERY OF HIGH BACK CHAIRS FOR CTC OFFICES IN CENTRAL, EASTERN AND WESTERN REGIONS, FOR A ONCE OFF PERIOD.		12/14/2021 10:00:00 AM	Closed	<a href="#">View Details</a>
TFR/2021/12/0015/RFQ	CRAC-JHB-36313	FOR THE SUPPLY AND DELIVERY OF VARIOUS CLAMPS, TERMINAL LUGS, DROPPER CLIPS AND		1/13/2022 12:00:00	Closed	<a href="#">View Details</a>

When signed in, select "ADVERTISED TENDERS".

To manually search and change the view from Closed to Open, click twice on arrow next to "Tender Status". The arrow pointing down will change to blue and open tenders will be displayed.


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## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search:

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0450/RFQ	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE	VALVE:L-1 LOAD DET,WAGONS AIRBRAKE-062101802 VALVE; TYPE: L-1 LOAD DETECTOR, MEDIA FOR WHICH DESIGNED: WAGONS AIRBRAKE, CONNECTION TYPE: FLANGE, SPECIAL FEATURES: BLUE, WITHOUT PIPE BRACKET; SIMILAR ITEM: 062004338		4/8/2022 10:00:00 AM	Open	<a href="#">View Details</a>
TE/2022/04/0494/RFQ	GEAR OIL	OIL, GEAR TYPE SYNTHETIC BRAND NAME MOBILGEAR SHC SERIES GRADE SCH 6800 VISCOSITY RATING 220 TO 320 FLASH POINT 234 DEG C COLOR ORANGE CONTAINER TYPE SACHET 250 G CONTAINER CAPACITY 14 KG FOR USE ON: 39-200 GM, 15E AND 19E LOCOMOTIVES		4/8/2022 10:00:00 AM	Open	<a href="#">View Details</a>
TE/2022/04/0495/RFQ	SUPPLY OF CORROSION (NALCOOL) - APPROVED	ITEM NUMBER - 077807563 INHIBITOR, CORROSION; TYPE: COOL-C18, COLOR: RED,		4/8/2022 10:00:00	Open	<a href="#">View Details</a>



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## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE/2022/04/0697/RFQ

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	Open	<a href="#">View Details</a>

To search for a specific tender, the tender number, tender name or description can be used for searching.

## ADVERTISED TENDERS

Open Tenders
Other Tenders

Show
▼
entries
Search: TE22-SRX-1FG-02068

Reference Number	Tender Name	Description	Briefing Session	Closing Date	Tender Status	
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00	Open	<a href="#">View Details</a>

When the tender has been identified, click on "View Details"

When the “View Details” has been selected, the following screen will be displayed where the attachments can be viewed or downloaded.

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

## TENDER DETAILS

Tender Details

<b>Tender Reference Number</b>	TE/2022/04/0697/RFQ
<b>Name Of Tender</b>	TE22-SRX-1FG-02068
<b>Description</b>	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFQ
<b>Contact Person</b>	Charl du Preez Transnet Engineering SLR
<b>Contact Person Email Address</b>	Charl.duPreez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River

**Briefing Session**  
**Closing Date**  
4/13/2022 10:00:00 AM  
**Attachments**  

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact\_April 2020\_v1.pdf

2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

**Log An Intent To Bid**  
☐

If interested to bid, on the same page there's an option to select: **Log an Intent to Bid**. Once selected, an option will appear to “**Submit Intent**” or “**Cancel**”. Click on **Submit Intent**

Tender Det

<b>Tender Reference Number</b>	TE/2022/04/0697/RFQ
<b>Name Of Tender</b>	TE22-SRX-1FG-02068
<b>Description</b>	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
<b>Tender Type</b>	RFQ
<b>Contact Person</b>	Charl du Preez Transnet Engineering SLR
<b>Contact Person Email Address</b>	Charl.duPreez@transnet.net
<b>Date Published</b>	4/7/2022 3:51:47 PM
<b>Closing Date</b>	4/13/2022 10:00:00 AM
<b>Briefing Date And Time</b>	
<b>Briefing Details</b>	
<b>Location Of Service</b>	Coaches, Salt River
<b>Name Of Institution</b>	TE
<b>Tender Category</b>	Goods
<b>Tender Status</b>	Open

**Briefing Session**  
**Closing Date**  
4/13/2022 10:00:00 AM  
**Attachments**  

2.14 Standard Terms and Conditions of Contract f

2.18 Supplier Integrity Pact\_April 2020\_v1.pdf

2.19 Non Disclosure Agreement\_April 2020\_v1.pdf

2.9 Request for Quotations TE22-SRX-1FG-02068,

**Log An Intent To Bid**  
☒

**Tender Details**

**Tender Reference Number**

**Name Of Tender**

**Description**

**Tender Type** RFQ

**Contact Person** Charl du Preez Transnet Engineering SLR

**Contact Person Email Address** Charl.duPreez@transnet.net

**Date Published** 4/7/2022 3:51:47 PM

**Closing Date** 4/13/2022 10:00:00 AM

**Briefing Date And Time**

**Briefing Details**

**Location Of Service**

**Name Of Institution**

**Tender Category**

**Tender Status**

**Intent to Bid**

Your request to log an intent to bid has been successfully submitted.

Close

When the "Submit Intent" is selected, a message will appear to indicate that the request was successfully submitted. Click on close and wait for the next screen.

**Briefing Session**

**Closing Date** 4/13/2022 10:00:00 AM


**Attachments**

- 2.14 Standard Terms and Conditions of Contract for
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.pdf

**Log An Intent To Bid**

☒

[Submit Intent](#) [Cancel](#)



delivering freight reliably

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**MY SUBMISSION INTENTS**

Show 10 entries

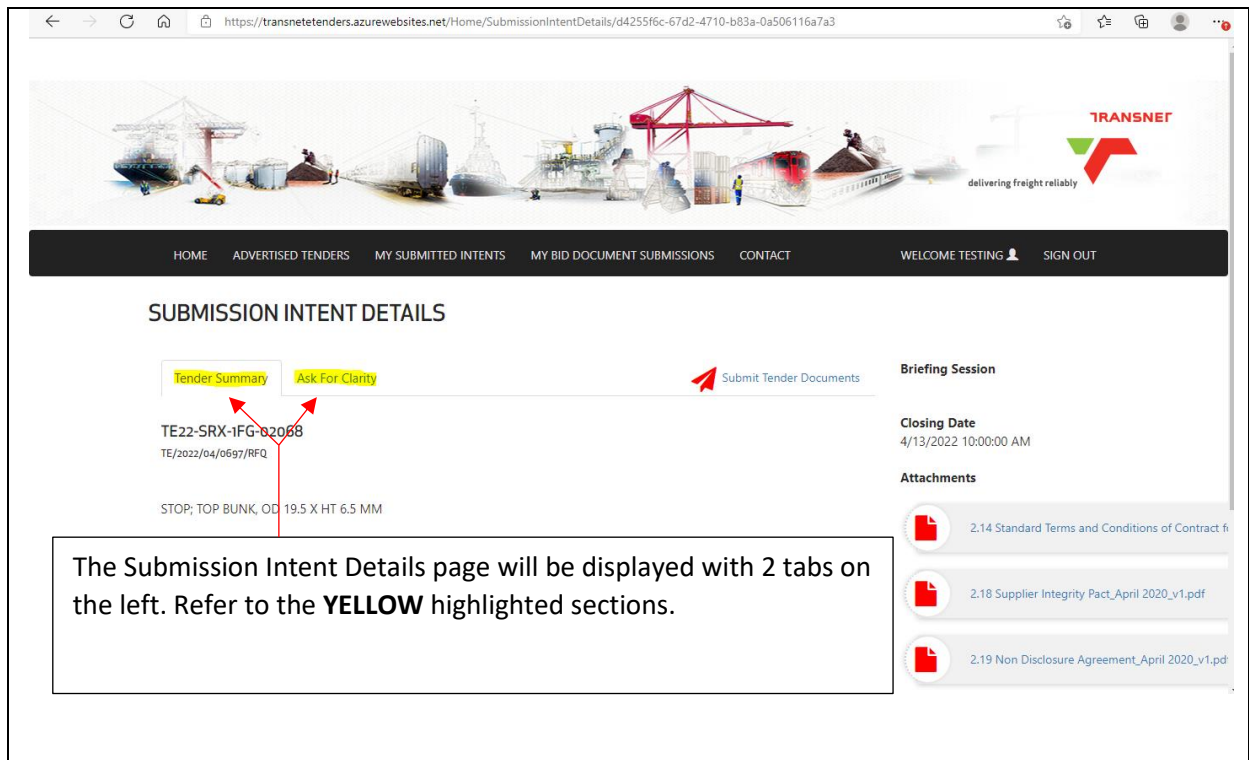
Tender Reference Number	Name	Description Of Tender	Briefing Session Date	Closing Date	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	STOP; TOP BUNK, OD 19.5 X HT 6.5 MM		4/13/2022 10:00:00 AM	<a href="#">View Details</a>

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen should be updated and load the "MY SUBMITTED INTENTS". To proceed to capturing your bid documents, click on "View Details"





https://transnetetenders.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

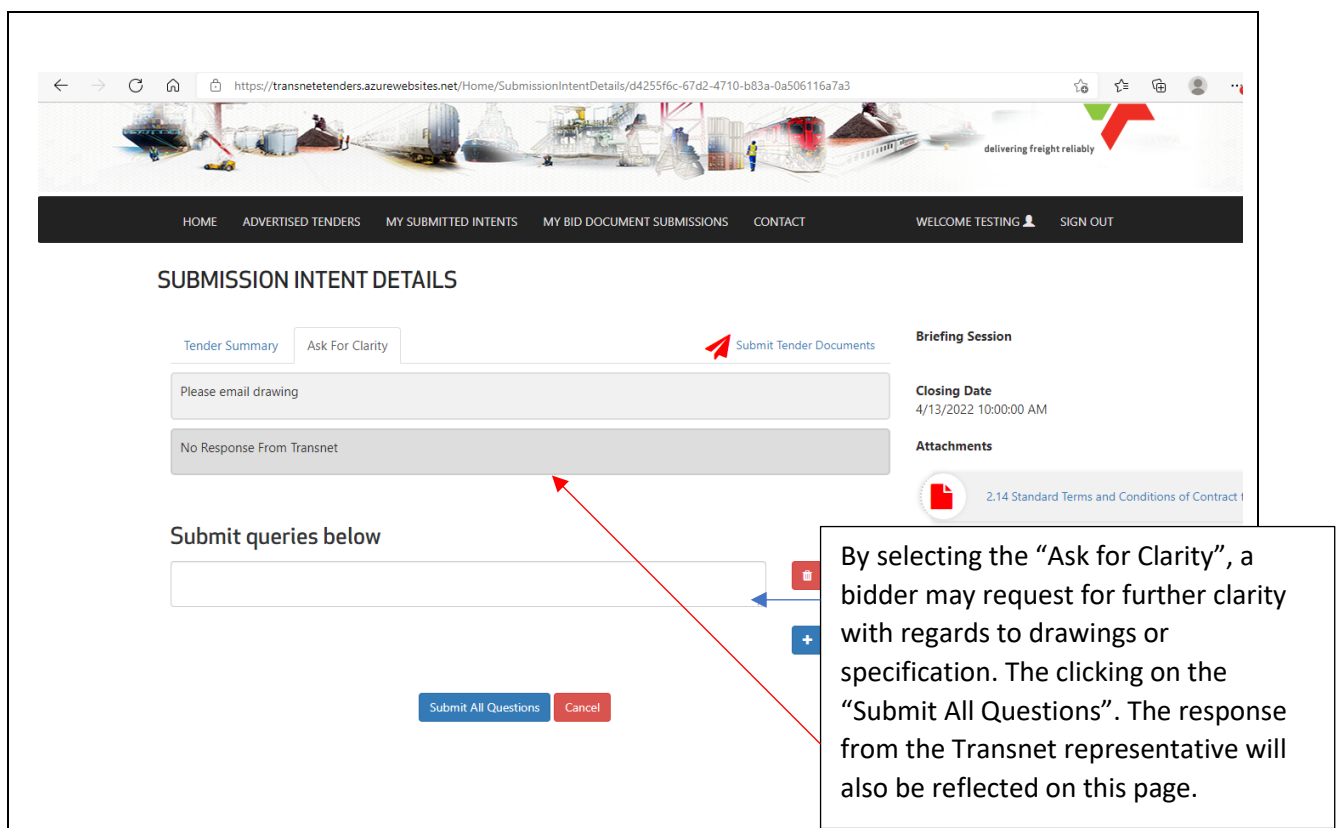
**Briefing Session**

**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.pd

The Submission Intent Details page will be displayed with 2 tabs on the left. Refer to the **YELLOW** highlighted sections.



https://transnetetenders.azurewebsites.net/Home/SubmissionIntentDetails/d4255f6c-67d2-4710-b83a-0a506116a7a3

HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

### SUBMISSION INTENT DETAILS

**Tender Summary** **Ask For Clarity** [Submit Tender Documents](#)

Please email drawing

No Response From Transnet

**Submit queries below**

[Submit All Questions](#) [Cancel](#)

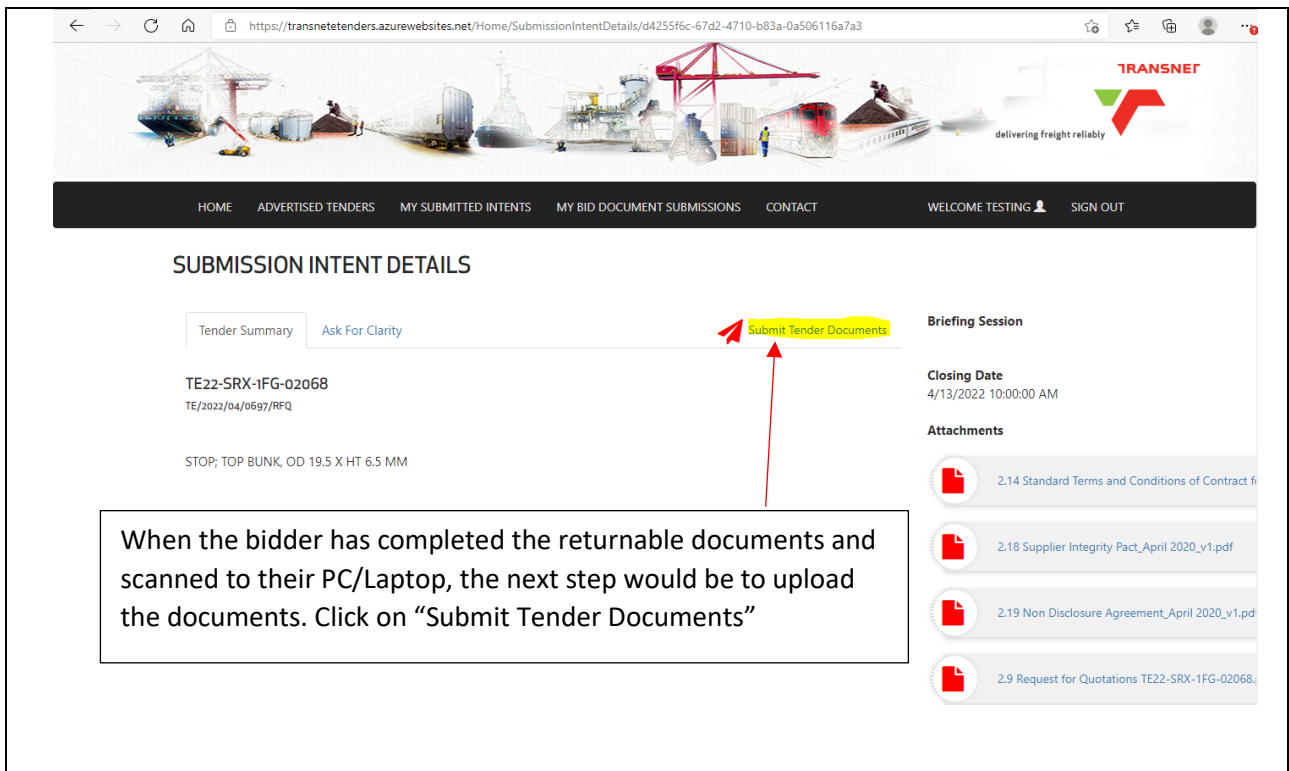
**Briefing Session**

**Closing Date**  
4/13/2022 10:00:00 AM

**Attachments**

- 2.14 Standard Terms and Conditions of Contract f

By selecting the "Ask for Clarity", a bidder may request for further clarity with regards to drawings or specification. The clicking on the "Submit All Questions". The response from the Transnet representative will also be reflected on this page.



Submission Intent Details

Tender Summary Ask For Clarity **Submit Tender Documents**

TE22-SRX-1FG-02068  
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

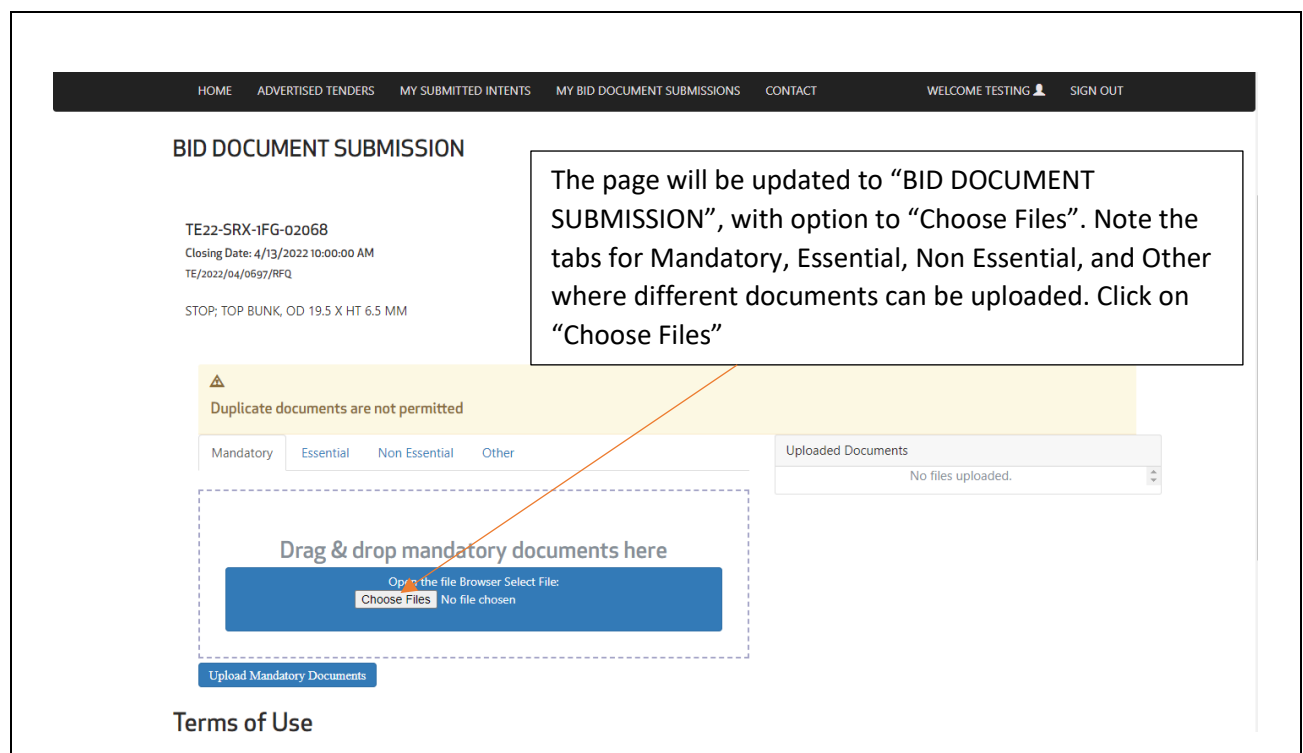
When the bidder has completed the returnable documents and scanned to their PC/Laptop, the next step would be to upload the documents. Click on “Submit Tender Documents”

Briefing Session

Closing Date  
4/13/2022 10:00:00 AM

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact\_April 2020\_v1.pdf
- 2.19 Non Disclosure Agreement\_April 2020\_v1.pdf
- 2.9 Request for Quotations TE22-SRX-1FG-02068.



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068  
Closing Date: 4/13/2022 10:00:00 AM  
TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

The page will be updated to “BID DOCUMENT SUBMISSION”, with option to “Choose Files”. Note the tabs for Mandatory, Essential, Non Essential, and Other where different documents can be uploaded. Click on “Choose Files”

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Uploaded Documents  
No files uploaded.

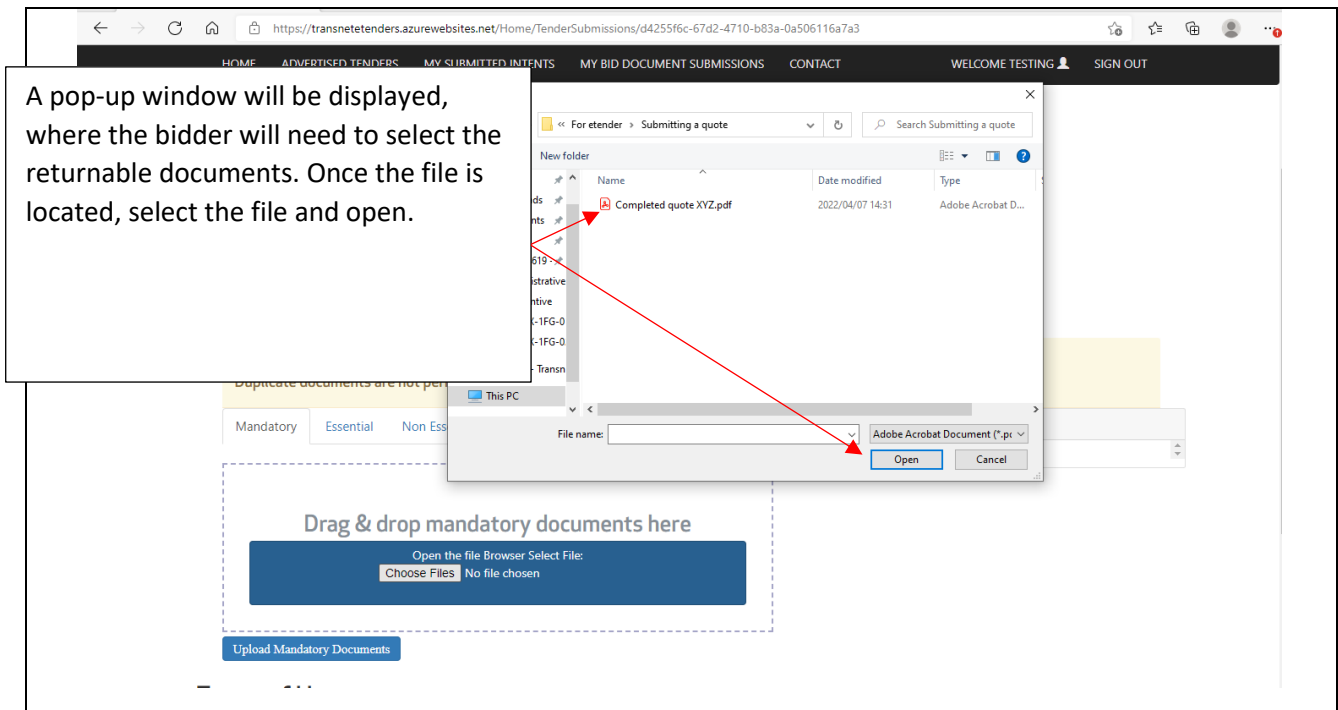
Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

A pop-up window will be displayed, where the bidder will need to select the returnable documents. Once the file is located, select the file and open.



**BID DOCUMENT SUBMISSION**

TE22-SRX-IFG-02068  
Closing Date: 4/13/2022 10:00:00 AM  
TE/2022/04/0697/RFQ  
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

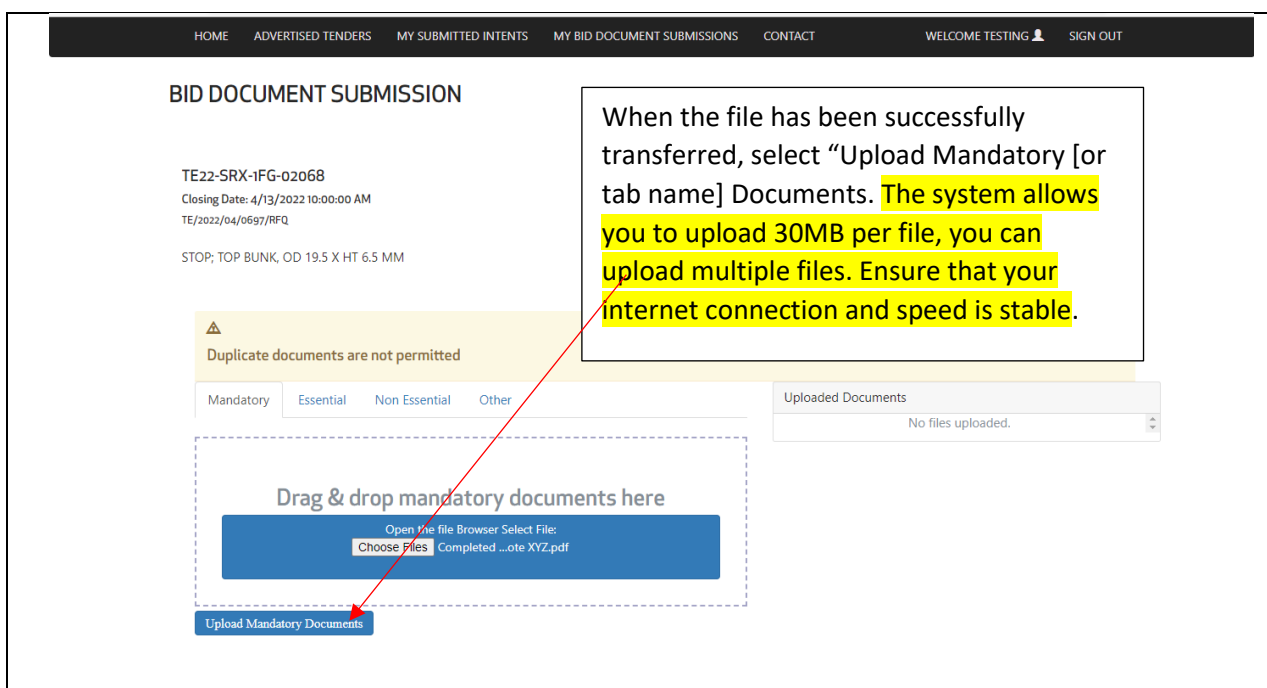
Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files Completed ...ote XYZ.pdf

Upload Mandatory Documents

Uploaded Documents  
No files uploaded.

When the file has been successfully transferred, select "Upload Mandatory [or tab name] Documents. The system allows you to upload 30MB per file, you can upload multiple files. Ensure that your internet connection and speed is stable.



The “Uploaded Documents” section will be updated to confirm that the document was uploaded, then click on “Submit Bid”

TE/2022/04/0697/RFQ

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

Open the file Browser Select File:  
Choose Files No file chosen

Upload Mandatory Documents

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents


Delete

Terms of Use

Information provided by the bidder through this portal constitute a binding bid submission/response and a commitment to deliver Transnet requirements. Kindly note that the system automatically ranks the outcome of the evaluation of price and BBBEE scoring based on the information provided. Pricing and BBBEE information provided is the responsibility of the bidder to ensure correctness and Transnet will only consider your latest submission made before the closing date.

← Back

→ Submit Bid



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HOME ADVERTISED TENDERS MY SUBMITTED INTENTS MY BID DOCUMENT SUBMISSIONS CONTACT WELCOME TESTING SIGN OUT

### 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.