

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE PROVISION OF SERVICES FOR DREDGER EQUIPMENT REPAIRS FOR THE DREDGING FLEET IN DURBAN ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS

RFP NUMBER	: TNPA/2026/02/0076/1213/RFP
ISSUE DATE	: 15 May 2026
COMPULSORY BRIEFING	: 25 May 2026
CLOSING DATE	: 05 June 2026
CLOSING TIME	: 10h00
TENDER VALIDITY PERIOD	: 180 Business days from closing date

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	PROVISION OF SERVICES FOR DREDGE EQUIPMENT REPAIRS FOR THE DREDGING FLEET IN DURBAN ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF THREE (3) YEARS
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at (https://esupplierportal.transnet.net/portal/) (please use Google Chrome to access Transnet link) FREE OF CHARGE.
COMPULSORY TENDER CLARIFICATION MEETING	<p>A Compulsory Tender Clarification Meeting will be conducted at Transnet National Ports Authority, 10 Mahatma Gandhi Road, Ground Floor Boardroom 4001 on the 25 May 2026, at 11:00 for a period of ± 2 (two) hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory the Compulsory Tender Clarification Meeting will start punctually, and information will not be repeated for the benefit of Tenderers arriving late.</p> <p>Certificate of Attendance in the form set out in the Returnable Schedule T2.2-01 hereto must be completed and submitted with your Tender as proof of attendance is required for a compulsory tender briefing.</p> <p>Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative.</p> <p>Tenderers failing to attend the compulsory tender briefing will be disqualified.</p>
CLOSING DATE	<p>10:00 on Friday, 05 June 2026</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system.</p> <p>If a tender is late, it will not be accepted for consideration.</p>

2. TENDER SUBMISSION

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

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The Transnet Digital Procurement System (TDPS) Supplier Submission Portal can be accessed as follows:

- a) Log on to the Transnet eSupplier website/Portal (<https://esupplierportal.transnet.net/portal/>)
- b) Click on "SIGN IN/REGISTER –to register new bidder information and ensure that all (must fill in all mandatory information is completed) OR;
 - - to sign in if already registered;
- c) Click on "ADVERTISED TENDERS" to view advertised tenders;
- d) Toggle (click to switch) the "Log an Intent" button in order to be able to activate the submission of a bid;
- e) Respondents are to submit bid documents by uploading them onto the system against each tender selected.

A Bidder can upload 30mb per upload and multiple uploads are permitted.

f) Bidders to note that all pricing must be completed in the eSupplier portal, electronic pricing. No paper pricing schedule should be accepted.

- g) Bidders should ensure that electronic bid submissions are submitted at least a day before the closing date and bidders should not wait for the last hour before the deadline to submit. This is to enable them to timeously address issues which they may encounter due to internet speed, bandwidth or the size of the number of uploads being submitted. Transnet will not be held liable for any challenges experienced by bidders as a result of their own technical challenges.
- h) No late submissions will be accepted.
- i) Each company must register its own profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
- j) Transnet will not accept a bid or will disqualify a bidder who submits a bid in the Transnet e-tender submission through another bidders'/Company's profile. In other words, each bidder must register the intent to bid and submit its bid through its own profile under the same company name that will eventually bid for the tender. No company shall submit a bid on behalf of another company regardless of the company being a subsidiary or holding company.
- k) In case of a Joint Venture, any of the parties/companies to the Joint Venture may use its registered profile to submit a bid on behalf of the Joint Venture.
- L) A detailed bidder guide can be found on the Transnet Portal transnetetenders.azurewebsites.net

Transnet National Ports Authority

Tender Number: TNPA/2026/02/0076/1213/RFP

Description of Service: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an as and when required basis for a period of three (3) years

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- **Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit**
- 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 T2.2-15], [**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;*



Transnet National Ports Authority

Tender Number: TNPA/2026/02/0076/1213/RFP

Description of Service: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an as and when required basis for a period of three (3) years

- *contract data of contract provided by the tenderer; or*
- *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

Tenderer are required to provide the following to Transnet in order to enable it to verify information on the CSD:

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

IF YOU DON'T REPORT IT, YOU SUPPORT IT!



Email: Transnet.Reportit@outlook.com

Toll free: 0800 003 056

SMS: 0637867403

Please Call Me number: *120*0637867403

Website: <https://whistleblowersoftware.com/secure/Transnet>

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1	The <i>Employer</i> is Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2	The tender documents issued by the <i>Employer</i> comprise: Part T: The Tender Part T1: Tendering procedures Part T2: Returnable documents Part C: The contract Part C1: Agreements and contract data Part C2: Pricing data Part C3: Scope of work
	T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities C2.1 Pricing Instructions C2.2 Pricing Schedule C3.1 Service Information
C.1.4	The Employer's agent is: Name: Address:
	Procurement Lead Thoriso More 10 Mahatma Gandhi Road,

Point, Durban,
South Africa, 4001

E – mail

TNPATENDERENQUIRIES@transnet.net

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

1. Stage One: Test for Administrative Responsiveness and Test for Substantive Responsiveness

Administrative & Substantive responsiveness check
<ul style="list-style-type: none"> • Whether the Bid has been lodged on time
<ul style="list-style-type: none"> • Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time
<ul style="list-style-type: none"> • Verify the validity of all returnable documents
<ul style="list-style-type: none"> • Verify if the Bid document has been duly signed by the authorised respondent
<ul style="list-style-type: none"> • Whether any general and legislation qualification criteria set by Transnet, have been met
<ul style="list-style-type: none"> • Whether the Bid materially complies with the scope and/or specification given
<ul style="list-style-type: none"> • Whether the Bid contains a fully priced offer (Electronic Pricing schedule completed)
<ul style="list-style-type: none"> • Whether any Technical Pre-qualification Criteria/minimum requirements/legal requirements have been met as follows: <ul style="list-style-type: none"> - Proof of Attendance at the compulsory clarification meeting - Fully completed Electronic Pricing schedule on Transnet eSupplier portal in line with the scope of work requirements

• **Eligibility with regards to attendance at the compulsory clarification meeting:**

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

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

2. Stage Two: Functionality:

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

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

Failure to meet the minimum threshold for functionality will result in the tender being disqualified and removed from any further consideration

3. Stage Three: Establishment of Final Weighted Score

Weighted score 100 - Price (80/90) Specific goals (20/10)

Step 3.1 Test for Market related pricing

Step 3.2 Evaluation of Price and Specific Goals

4. Stage Four: Objective Criteria – Risk Assessment

In accordance with CIDB Standard Conditions of Tender, clause C.3.13, a risk assessment will be done on the award of this tender to ascertain whether there will be a potential unacceptable risk to the employer which can't be mitigated satisfactorily prior to award. Risks identified will purely come with the information supplied with tenders during tender evaluation, i.e. need to be clarified for mitigation thereof.

The risks, root causes and mitigations will be identified as part of this process. This done in keeping with the prescripts of CIDB Standard for Uniformity, Annexure C, Standard Conditions of Tender, C.3.13.

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 and T2.2-01 Certificate of attendance**). Either T2.2-01 (Certificate of attendance) or the briefing attendance register will be used as a form of evidence to confirm or verify attendance.

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

C.2.12 No alternative tender offers will be considered.

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

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

C.2.15.1

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: **TNPA/2026/02/0076/1213/RFP**
- The Tender Description: **Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an as and when required basis for a period of Three (3) years**

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

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

C.2.15 The closing time for submission of tender offers is:
Time: **10:00** on Friday, **05 June 2026** Location:
The Transnet e-Tender Submission Portal:
(<https://esupplierportal.transnet.net/portal/>)

NO LATE TENDERS WILL BE ACCEPTED

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

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

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

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

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:

Functionality criteria	Sub-criteria	Sub-criteria points	Maximum number of points
T2.2-02 Programme			
Programme and Completion Time	Ability to provide the goods and services contained in the Works Information within the required timeframe indicating the Start Date and Completion Date in a logical sequence and the order and timing of the supply of the goods and services that will take place to achieve the dates stated in the Contract Data.	15	20
Programme alignment with Works Information headings/Requirements	The programme must clearly support and demonstrate alignment to the Works Information headings/Requirements by including the items as mentioned in each score breakdown, including any applicable sub-activities deemed necessary by the Tenderer as submitted.	5	
T2.2-03: Key Personnel Experience and Qualifications			
Key Personnel Experience and capacity	<p>Please describe the management arrangements for the works. The tenderer is to take note that evaluation of this schedule will be referred to T2.2-03 Key Personnel Experience and Qualifications, therefore, information submitted in both schedules should match.</p> <p>The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:</p> <p>i. General experience (total duration of maintenance and repairs of dredge equipment activities) and positions held of each discipline specific team member.</p> <p>ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.</p>	30	30

	Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)		
T2.2-04: Company Previous Experience			
Company Previous Experience	<p>Tenderers are required to demonstrate their experience in the successful completion of dredge equipment repairs i.e. overhauling dredge pumps, servicing gate valves, servicing gantries, repairing wire sheaves, maintain jet pumps, repairing side trail pipes and repairing sliding piece arrangements on ships within the past 10 years. Tenderer must supply a detailed reference table (including evidence) signed by the Tenderer containing the information below:</p> <ul style="list-style-type: none"> • Vessel Name (Vessel Name must not be duplicated) • Detailed information or Scope of work covering dredge equipment repairs for the mentioned vessel, example Servicing Gate Valves/Servicing Jet Pumps/Dredge Pumps Inspections and Repairs/ Repairs to the Side Trail Pipe/Repairing Jet Water Valve/Repairing Wire Sheaves. • Name of Company that completed the dredge equipment repairs • Completion date of dredge equipment repairs in mm/yyyy format • Vessel owner name & contact details • Evidence: Attach signed vessel owner feedback letter/completion certificate for the mentioned dredge equipment repairs: 	30	30
T2.2-05: Health and safety			
SHE Plan	<p>SHE Plan inclusive of the following key elements, but not limited to:</p> <ol style="list-style-type: none"> 1. Waste Management 2. Emergency Preparedness & Response 3. Fire prevention plan 4. Communication plan 5. SHE Inspections (must list the types of inspections to be conducted in line with the project scope of work) 	5	20
SHE Legal Appointees	<p>SHE legal appointees in terms of the Occupational Health & Safety Act Construction Regulations applicable to the Project:</p> <ol style="list-style-type: none"> 1. SHE Representatives 2. First Aiders 	5	

	3. Risk Assessors 4. OHS Act 16.2 Appointee 5. Fire Watch		
Project Specific Risk Assessment	Project specific risk assessment which as a minimum includes these critical elements: 1. Identify the risks and hazards to which persons may be exposed to. 2. Analysis and evaluation of identified risks/hazards. 3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control. 4. Defined Risk Assessment methodology in which risks are quantified. 5. Signed Risk assessment by 16.2 or Construction Manager /Service Provider or and Supervisor	10	
Maximum possible score for Functionality			100

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

- T2.2-02 Programme
- T2.2-03 Key Personnel Experience & Qualifications
- T2.2-04 Company Previous Experience
- T2.2-05 Health and safety

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

C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the **80/20** or **90/10** preference points systems as described in Preferential Procurement Regulations 2022.

- Up to 80 tender evaluation points will be awarded to price 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, and/or
- Up to 90 tender evaluation points will be awarded to price where the financial value of one or more responsive tenders received have a value above R50 million, inclusive of all applicable taxes.

Thresholds	Minimum Threshold
Functionality	60

Evaluation Criteria	Final Weighted Scores	Final Weighted Scores
Price	80	90
Specific goals - Scorecard	20	10
TOTAL SCORE:	100	100

Up to 10/20 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (20)	Number of points allocated (10)
B-BBEE Status Level of Contributor 1 or 2	5	3
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. HDI's – Women, Youth and people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs black-owned	15	7

Non-Compliant and/or B-BBEE Level 3-8 contributors	0	0
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The following Table represents the evidence to be submitted for claiming preference points for applicable specific goals in a particular tender:

Specific Goals	Acceptable Evidence
B-BBEE Level of contributor Level 1 or Level 2	B-BBEE Certificate / Sworn - Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. HDI's – Women, Youth and people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2)	<ul style="list-style-type: none"> Sub-contracting agreements. Subcontractors CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE Certificate as per DTIC guideline <p>In case of a joint venture:</p> <ul style="list-style-type: none"> Declaration / Joint Venture Agreement A consolidated JV B-BBEE scorecard

The maximum points for this bid are allocated as follows:

DISCRIPTION	POINTS	POINTS
PRICE	80	90
Selected Specific Goals		
B-BBEE Status Level of Contributor 1 or 2	5	3
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. HDI's – Women, Youth and people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2)	15	7
Total points for Price and Specific Goals must not exceed	100	100

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

C.3.13 Tender offers will only be accepted if:

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

The tenderer:

- Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority.
- There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (T2.2-17).
- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project.
- Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment.
- It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of the tender will result in inequitable allocation of business.
- The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact (T2.2.17),
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated.

- In relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract.
 - Has no legal capacity to enter into the contract.
 - Is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing.
 - Does not comply with the legal requirements, if any, stated in the tender data; and
 - Is not able to perform the contract free of conflicts of interest.
-

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



T2.1 List of Returnable Documents

2.1.1 These schedules are required for eligibility and functionality purposes

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

Returnable Schedules:

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

- T2.2-02 **Evaluation Schedule:** Programme
- T2.2-03 **Evaluation Schedule:** Key Personnel experience & Qualifications
- T2.2-04 **Evaluation Schedule:** Company previous experience
- T2.2-05 **Evaluation Schedule:** Safety

Returnable Schedules:

2.1.3 General:

- T2.2-06 Authority to submit tender
- T2.2-07 Record of addenda to tender documents
- T2.2-08 Letter of Good Standing
- T2.2-09 Risk Elements
- T2.2-10 Availability of equipment and other resources
- T2.2-11 Schedule of proposed Subcontractors

Agreement and Commitment by Tenderer:

- T2.2-12: CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-13 Non-Disclosure Agreement
- T2.2-14 RFP Declaration Form
- T2.2-15 RFP – Breach of Law
- T2.2-16 Certificate of Acquaintance with Tender Document
- T2.2-17 Service Provider Integrity Pact
- T2.2-18 Supplier Code of Conduct
- T2.2-19 Agreement in terms of Protection of Personal Information Act, 4 of 2013 ("POPIA")
- T2.2-20 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)
- T2.2-21 Three (3) years audited financial statements

**2.1.4 Insurance:**

T2.2-22 Insurance provided by the Contractor

2.2 C1.1 Form of Offer & Acceptance**2.3 C1.2 Contract Data Part Two (Data by Contractor)****2.5 C2.1 Pricing Instructions****2.6 C2.2 Price List****2.7 C3.1 Scope of Work: Service Information**

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Compulsory Tender Clarification

Meeting

This is to certify that

(Company
Name/Member of
Joint Venture)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Transnet National Ports Authority 10 Mahatma Gandhi Road (Ground Floor Boardroom) Point 4001	
On (date)		Starting time:

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date



Transnet National Ports Authority

Tender Number: TNPA/2026/02/0076/1213/RFP

Description of Service: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an as and when required basis for a period of Three (3) years

T2.2 – 02: Evaluation Schedule - Programme

The Tenderer must provide the proposed programme showing, but not limited to the following:

- Ability to provide the goods and services contained in the Works Information within the required timeframe indicating the Start Date and Completion Date in a logical sequence and the order and timing of the supply of the goods and services that will take place to achieve the dates stated in the Contract Data.
- The programme must clearly support and demonstrate alignment to the Works Information headings/Requirements by including the items as mentioned in each score breakdown, including any applicable sub-activities deemed necessary by the Tenderer as submitted.

Isandlwana

- A. Gate Valve 800mm
- B. Gate Valve 900mm
- C. Draghead, Side trail pipe, Sliding piece arrangement & Suction tube inlet
- D. Trunnion, Intermediate and Draghead Gantry Repairs
- E. Dredge Pump Inspection/Service/Repairs
- F. Replace/Service Jet Water Pumps
- G. Replace/Service Gland Water Pumps
- H. Replace/Service Preheat Water Pumps
- I. Replace/Service Flushing Pump
- J. Replace/Service General Service Pumps
- K. Replace/Service Sewage/Vacuum Pumps
- L. Replace Jet Water Pipes and Fittings
- M. Additional Work

Ilembe

- A. Gate Valve 800mm
- B. Gate Valve 900mm
- C. Draghead, Side trail pipe, Sliding piece arrangement & Suction tube inlet
- D. Trunnion, Intermediate and Draghead Gantry Repairs
- E. Dredge Pump Inspection/Service/Repairs
- F. Replace/Service Jet Water Pumps
- G. Replace/Service Gland Water Pumps
- H. Replace/Service Preheat Water Pumps
- I. Replace/Service Flushing Pump
- J. Replace/Service General Service Pumps
- K. Replace/Service Sewage/Vacuum Pumps
- L. Replace Jet Water Pipes and Fittings
- M. Additional Work



Transnet National Ports Authority

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Description of Service: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an as and when required basis for a period of Three (3) years

Italeni

- A. Replace Jet Water Pipes and Fittings
- B. Replace Jet Water Valves in Technical and Void Spaces
- C. Replace/Service Jet Water Pumps
- D. Replace/Service Gland Water Pumps
- E. Unforeseen Work

Mohoma

- A. Replace/Service Bilge Water Pump
- B. Replace/Service Fresh Water Pump
- C. Replace/Service Gland Water Pumps
- D. Replace/Service Sewage Pump
- E. Replace/Service Lube Oil/ Dirty Oil Discharge Pump
- F. Unforeseen Work

THE PROVISION OF SERVICES FOR DREDGE EQUIPMENT REPAIRS FOR THE DREDGING SERVICES FLEET FOR A PERIOD OF THREE (3) YEARS

	Programme Score Breakdown (20 points)	
Score	Programme and Completion Time	Programme alignment with Works Information headings/Requirements
	Ability to provide the goods and services contained in the Works Information within the required timeframe indicating the Start Date and Completion Date in a logical sequence and the order and timing of the supply of the goods and services that will take place to achieve the dates stated in the Contract Data.	The programme must clearly support and demonstrate alignment to the Works Information headings/Requirements by including the items as mentioned in each score breakdown, including any applicable sub-activities deemed necessary by the Tenderer as submitted.
	15	5
Score 0	The Tenderer has submitted no information, or the information is not according to the requested requirements as detailed according to the score breakdown	The Tenderer has submitted no information or the information is not according to the requested requirements as detailed according to the score breakdown
Score 20	<ul style="list-style-type: none"> ▪ Separate Programme have been submitted for the dredger Isandlwana & Ilembe. ▪ The Programme submitted are in PDF format. ▪ The Programme show the Start Date and Completion Date ▪ The duration from Start Date to Completion Date is ≤ 31 days but > 28 days. 	<ul style="list-style-type: none"> ▪ The Tenderer has submitted a programme for Isandlwana that covers all the areas of work as per the scope of work (Item A to L). ▪ The Tenderer has submitted a programme for Ilembe that covers all the areas of work as per the scope of work (Item A to L).
Score 40	<ul style="list-style-type: none"> ▪ Separate Programme have been submitted for the dredger Isandlwana, Ilembe and Italeni. ▪ The Programme submitted are in PDF format. ▪ The Programme show the Start Date and Completion Date 	<ul style="list-style-type: none"> ▪ The Tenderer has submitted a programme for Isandlwana that covers all the areas of work as per the scope of work (Item A to L). ▪ The Tenderer has submitted a programme for Ilembe that covers all the areas of work as per the scope of work (Item A to L).

THE PROVISION OF SERVICES FOR DREDGE EQUIPMENT REPAIRS FOR THE DREDGING SERVICES FLEET FOR A PERIOD OF THREE (3) YEARS

	<ul style="list-style-type: none"> ▪ The duration from Start Date to Completion Date is ≤ 28 days but > 23 days. 	<ul style="list-style-type: none"> ▪ The Tenderer has submitted a programme for Italeni that covers all the areas of work as per the scope of work (Item A to D).
<p>Score 60</p>	<ul style="list-style-type: none"> ▪ Separate Programme have been submitted for the dredger Isandlwana, Ilembe, Italeni and Mohoma. ▪ The Programme submitted are in PDF format. ▪ The Programme show the Start Date and Completion Date ▪ The duration from Start Date to Completion Date is ≤ 23 days but > 21 days. ▪ The Critical Paths are shown on the Programme, they are highlighted in colour/included on programme legend and are aligned to the corresponding scoring for Works Information Heading/Requirement items. 	<ul style="list-style-type: none"> ▪ The Tenderer has submitted a programme for Isandlwana that covers all the areas of work as per the scope of work (Item A to L). ▪ The Tenderer has submitted a programme for Ilembe that covers all the areas of work as per the scope of work (Item A to L). ▪ The Tenderer has submitted a programme for Italeni that covers all the areas of work as per the scope of work (Item A to D). ▪ The Tenderer has submitted a programme for Mohoma that covers all the areas of work as per the scope of work (Item A to E).
<p>Score 80</p>	<ul style="list-style-type: none"> ▪ Separate Programme have been submitted for the dredger Isandlwana, Ilembe, Italeni and Mohoma. ▪ The Programme submitted are in PDF format. ▪ The Programme show the Start Date and Completion Date. ▪ The duration from Start Date to Completion Date = 21 days. ▪ The Critical Paths are shown on the Programme, they are highlighted in colour/included on programme legend and are aligned to the corresponding scoring for Works Information Heading/Requirement items. ▪ A Project Resource Histogram, including People and Resources, have been submitted/included for each of the programme. 	<ul style="list-style-type: none"> ▪ The Tenderer has submitted a programme for Isandlwana that covers all the areas of work as per the scope of work (Item A to M). ▪ The Tenderer has submitted a programme for Ilembe that covers all the areas of work as per the scope of work (Item A to M). ▪ The Tenderer has submitted a programme for Italeni that covers all the areas of work as per the scope of work (Item A to D). ▪ The Tenderer has submitted a programme for Mohoma that covers all the areas of work as per the scope of work (Item A to E).

THE PROVISION OF SERVICES FOR DREDGE EQUIPMENT REPAIRS FOR THE DREDGING SERVICES FLEET FOR A PERIOD OF THREE (3) YEARS

<p>Score 100</p>	<ul style="list-style-type: none"> ▪ Separate Programme have been submitted for the dredger Isandlwana, Ilembe, Italeni and Mohoma. ▪ The Programme submitted are in PDF format. ▪ The Programme show the Start Date and Completion Date. ▪ The duration from Start Date to Completion Date is < 21 days but > 18 days. ▪ The Critical Paths are shown on the Programme, they are highlighted in colour/included on programme legend and are aligned to the corresponding scoring for Works Information Heading/Requirement items. ▪ A Project Resource Histogram, including People and Resources, have been submitted/included for each of the programme. ▪ Project Quality requirements are shown on each of the programme 	<ul style="list-style-type: none"> ▪ The Tenderer has submitted a programme for Isandlwana that covers all the areas of work as per the scope of work (Item A to M). ▪ The Tenderer has submitted a programme for Ilembe that covers all the areas of work as per the scope of work (Item A to M). ▪ The Tenderer has submitted a programme for Italeni that covers all the areas of work as per the scope of work (Item A to E). ▪ The Tenderer has submitted a programme for Mohoma that covers all the areas of work as per the scope of work (Item A to F).
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T2.2-03: Evaluation Schedule - Management & CV's of Key Personnel

Please describe the management arrangements for the works. The tenderer is to take note that evaluation of this schedule will be referred to T2.2-03 Management & CV's of Key Personnel, therefore, information submitted in both schedules should match.

1. The experience of assigned key persons in relation to the scope of work will be evaluated from two different points of view, namely:
 - i. General experience (total duration of maintenance and repairs of dredge equipment activities) and positions held of each discipline specific team member.
 - ii. The education, training and skills of the assigned staff in the specific sector, field, subject, etc. which is directly linked to the scope of work. Proof of education and training must be attached to the C.V.

2. Comprehensive CV's should be attached to this schedule:

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

- i. Personal particulars
 - a. Name
 - b. Date and place of birth
 - c. Place (s) of tertiary education and dates associated therewith
 - d. Professional awards
- ii. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations)
- iii. Name of current employer and position in enterprise
- iv. Overview of post graduate experience (year, organization and position)
- v. Outline of recent assignments / experience that has a bearing on the scope of work.

3. CV's for personnel for all identified posts should include as a minimum but not limited to:

a. Site Management:

- i. Project Supervisor,

Project Supervisor should at least have a project management qualification or certification from an institute recognized by the international Project Management Institute (PMI) and have experience in overseeing dredge equipment maintenance projects i.e. servicing gate valves, servicing jet pumps, dredge pumps inspections and repairs, repairs to the side trail pipe and repairing wire sheaves.

ii. Health & Safety Officer,

Health and Safety Officer should have an Occupational Health and Safety certificate from an institute recognized by the South African Qualifications Authority (SAQA) and have experience in overseeing dredge equipment maintenance projects i.e. servicing gate valves, servicing jet pumps, dredge pumps inspections and repairs, repairs to the side trail pipe, repairs to dredge pipes and repairing wire sheaves.

iii. Skilled Boilermaker,

Boilermaker should have a boilermaker qualification with experience working dredge equipment maintenance projects i.e. servicing gate valves, repairing dredge and jet pipes, repairs to the side trail pipe and repairing wire sheaves.

iv. Skilled Welders,

Welders must be coded and must be registered with SAMSA, Bureau Veritas or Southern African Institute of Welding with experience in servicing gate valves, servicing jet pumps, dredge pumps inspections and repairs, repairing the side trail pipe, repairing jet and dredge pipes, and repairing wire sheaves.

v. Semi-Skilled Rigger,

Rigger should have experience with dredge equipment maintenance projects i.e. servicing gate valves, servicing jet pumps, dredge pumps inspections and repairs, repairs to the side trail pipe and repairing wire sheaves.

i. Semi-Skilled Fitter,

Fitters should have experience in dredge equipment maintenance projects i.e. servicing gate valves, servicing jet pumps, dredge pumps inspections and repairs, repairs to the side trail pipe and repairing wire sheaves.

List of Key Persons assigned to the above disciplines

No.	Key Persons	Name and Surname	CV attached (Yes/No)
1	Project Supervisor		
2	Safety Officer		
3	Skilled Welder		
4	Skilled Boilermaker		
5	Semi-skilled rigger		
6	Semi-skilled fitter		

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

Management & CV's of Key Personnel Score Breakdown (30 Points)		
Score	Experience of Key Personnel	Qualifications of Key Personnel
	15	15
Score 0	The Tenderer (Entity/Holding Company) has submitted no information, or the information is not according to the requested requirements as detailed according to the score breakdown.	The Tenderer (Entity/Holding Company) has submitted no information, or the information is not according to the requested requirements as detailed according to the score breakdown.
Score 20	Key staff has limited recommended levels of relevant experience and has less than 1 year experience.	The Project Manager has project management qualification or certification from an institute recognized by the international Project Management Institute (PMI).
Score 40	Key staff has limited recommended levels of relevant experience with more than 1 up to 3 years' experience.	<ul style="list-style-type: none"> ▪ The Project Manager has project management qualification or certification from an institute recognized by the international Project Management Institute (PMI). ▪ The Health and Safety Officer has an Occupational Health and Safety certificate from an institute recognized by the South African Qualifications Authority (SAQA)
Score 60	Key staff have acceptable levels of relevant experience with more than 3 up to 4 years' experience.	<ul style="list-style-type: none"> ▪ The Project Manager has project management qualification or certification from an institute recognized by the international Project Management Institute (PMI). ▪ The Health and Safety Officer has an Occupational Health and Safety certificate from an institute

		<p>recognized by the South African Qualifications Authority (SAQA)</p> <ul style="list-style-type: none"> ▪ The Boilermaker has a boilermaker qualification/trade certificate from an institute recognized by SAQA.
Score 80	<ul style="list-style-type: none"> ▪ Key staff have acceptable levels of relevant experience with more than 4 years but up to 5 years' experience. 	<ul style="list-style-type: none"> ▪ The Project Manager has project management qualification or certification from an institute recognized by the international Project Management Institute (PMI). ▪ The Health and Safety Officer has an Occupational Health and Safety certificate from an institute recognized by the South African Qualifications Authority (SAQA) ▪ The Boilermaker has a boilermaker qualification/trade certificate from an institute recognized by SAQA. ▪ The Welder is coded and registered with SAMSA, Bureau Veritas or Southern African Institute of Welding.
Score 100	<ul style="list-style-type: none"> ▪ Key staff have acceptable levels of relevant experience and qualifications with more than 5 years' experience. 	<ul style="list-style-type: none"> ▪ The Project Manager has project management qualification or certification from an institute recognized by the international Project Management Institute (PMI). ▪ The Health and Safety Officer has an Occupational Health and Safety certificate from an institute recognized by the South African Qualifications Authority (SAQA) ▪ The Boilermaker has a boilermaker qualification/trade certificate from an institute recognized by SAQA. ▪ The Welder is coded and registered with SAMSA, Bureau Veritas or Southern African Institute of Welding. ▪ The Fitter has a qualification/trade certificate from an institute recognized by SAQA.

Transnet National Ports Authority

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Description of Service: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an as and when required basis for a period of three (3) years

Index of documentation attached to this schedule:

.....

.....

.....

.....

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

T2.2-04 Evaluation Schedule: Company Previous Experience

Tenderers are required to demonstrate their experience in the successful completion of dredge equipment repairs i.e. overhauling dredge pumps, servicing gate valves, servicing gantries, repairing wire sheaves, removing and refitting of pipes, manufacturing and installation of piping on ships within the past 10 years. Tenderer must supply a detailed reference table (including reference/completion letters) containing the information below:

- Vessel Name (Vessel Name must not be duplicated)
- Detailed information or Scope of work covering dredge equipment repairs for the mentioned vessel, example Servicing Gate Valves/Servicing Jet Pumps/Dredge Pumps Inspections and Repairs/ Repairs to the Side Trail Pipe/Manufacturing and Installation of Piping/Repairing Wire Sheaves.
- Name of Company that completed the dredge equipment repairs
- Completion date of dredge equipment repairs in mm/yyyy format
- Vessel owner name & contact details
- **Evidence: Attach signed vessel owner reference letter/completion certificate for the mentioned dredge equipment repairs:**

The Tenderer shall submit completed projects under a reference table with the following headings:

Vessel Name (No Duplication):	Detailed information or Scope of work on dredge equipment repairs completed:	Name of Company that completed the dredge equipment repairs:	Completion date of dredge equipment repairs in mm/yyyy format:	Vessel owner name & contact details:	Evidence: Attach signed vessel owner reference letter/completion certificate for the mentioned dredge equipment repairs:
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Please note that any reference table provided without the specific headings as seen above will not be considered and a zero score will be allocated. Please note that zero score will be allocated for dredge repairs completed by a 3rd Party and not directly from the Tenderer (Entity/Holding Company) e.g. *Company A outsourced company C to complete dredge equipment repairs on its behalf for Company B*. Scoring will be allocated based on the details included on the reference table submitted and provided there has been evidence attached to determine a score.

The scoring of the *Previous Experience* will be as follows:

	Previous Experience Score Breakdown (30 Points)
Score 0	The Tenderer (Entity/Holding Company) has: <ol style="list-style-type: none"> 1. Submitted no information or inadequate information/evidence to determine a score or has completed less than two (2) dredge equipment repairs on ships within the past 10 years.
Score 20	The Tenderer (Entity/Holding Company) has: <ol style="list-style-type: none"> 1. Successfully completed two (2) dredge equipment repair projects on ships within the past 10 years and submitted the relevant valid vessel owner reference letter/signed completion certificates for each project.
Score 40	The Tenderer (Entity/Holding Company) has:



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	<ol style="list-style-type: none"> 1. Successfully completed three (3) dredge equipment repair projects on ships within the past 10 years and submitted the relevant valid vessel owner reference letter/signed completion certificates for each project.
Score 60	<p>The Tenderer (Entity/Holding Company) has:</p> <ol style="list-style-type: none"> 1. Successfully completed four (4) dredge equipment repair projects on ships within the past 10 years and submitted the relevant valid vessel owner reference letter/signed completion certificates for each project.
Score 80	<p>The Tenderer (Entity/Holding Company) has:</p> <ol style="list-style-type: none"> 1. Successfully completed five (5) dredge equipment repair projects on ships within the past 10 years and submitted the relevant valid vessel owner reference letter/signed completion certificates for each project.
Score 100	<p>The Tenderer (Entity/Holding Company) has:</p> <ol style="list-style-type: none"> 1. Successfully completed six (6) dredge equipment repair projects on ships within the past 10 years and submitted the relevant valid vessel owner reference letter/signed completion certificates for each project.

T2.2-05 Evaluation Schedule - Safety

The Tenderer must provide the following:

- SHE Plan inclusive of the following key elements, but not limited to:
 1. Waste Management
 2. Emergency Preparedness & Response
 3. Fire prevention plan
 4. Communication plan
 5. SHE Inspections (must list the types of inspections to be conducted in line with the project scope of work)
- SHE legal appointees in terms of the Occupational Health & Safety Act Construction Regulations applicable to the Project:
 1. SHE Representatives
 2. First Aiders
 3. Risk Assessors
 4. OHS Act 16.2 Appointee
 5. Fire Watch
- Project specific risk assessment which as a minimum includes these critical elements:
 1. Identify the risks and hazards to which persons may be exposed to.
 2. Analysis and evaluation of identified risks/ hazards.
 3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control.
 4. Defined Risk Assessment methodology in which risks are quantified.
 5. Signed Risk assessment by 16.2 or Construction Manager /Service Provider or and Supervisor

Safety Score Breakdown (20 Points)			
Score	SHE Plan	SHE Legal Appointees	Project Specific Risk Assessment
	SHE Plan inclusive of the following key elements, but not limited to: 1. Waste Management 2. Emergency Preparedness & Response 3. Fire prevention plan 4. Communication plan 5. SHE Inspections (must list the types of inspections to be conducted in line with the project scope of work)	SHE legal appointees in terms of the Occupational Health & Safety Act Construction Regulations applicable to the Project: 1. SHE Representatives 2. First Aiders 3. Risk Assessors 4. OHS Act 16.2 Appointee 5. Fire Watch	Project specific risk assessment which as a minimum includes these critical elements: 1. Identify the risks and hazards to which persons may be exposed to. 2. Analysis and evaluation of identified risks/ hazards. 3. Measures to mitigate, reduce or control the risks and hazards identified with roles and responsibilities for implementation and control. 4. Defined Risk Assessment methodology in which risks are quantified. 5. Signed Risk assessment by 16.2 or Construction Manager /Service Provider or and Supervisor
	5	5	10
Score 0	The Tenderer has submitted no information or the information is not according to the requested requirements as detailed according to the score breakdown	The Tenderer has submitted no information or the information is not according to the requested requirements as detailed according to the score breakdown	The Tenderer has submitted no information or the information is not according to the requested requirements as detailed according to the score breakdown
Score 20	Tenderer has submitted a SHE plan with one (1) element met	Tenderer has submitted one (1) signed appointment letter.	Tenderer has submitted a Risk Assessment with only one (1) element met.
Score 40	Tenderer has submitted a SHE plan with two (2) elements met	Tenderer has submitted two (2) signed appointment letters.	Tenderer has submitted a Risk Assessment with two (2) met.
Score 60	Tenderer has submitted a SHE plan with three (3) met.	Tenderer has submitted three (3) signed appointment letter.	Tenderer has submitted a Risk Assessment with three (3) elements met.

Score 80	Tenderer has submitted a SHE plan four (4) elements met.	Tenderer has submitted four (4) signed appointment letters.	Tenderer has submitted a Risk Assessment with four (4) elements met.
Score 100	Tenderer has submitted a SHE plan with All five (5) elements met	Tenderer has submitted five (5) signed appointment letters.	Tenderer has submitted a Risk Assessment with all five (5) elements met.

T2.2-06 Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors

B. Certificate for Partnership

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

Name	Address	Signature	Date

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

C. Certificate for Joint Venture

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

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

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

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



D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

Description of Service: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of Three (3) years

T2.2-07: Record of Addenda to Tender Documents

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

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

T2.2-08 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:

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

T2.2-11: Schedule of Proposed Subcontractors

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

Note to tenderers:

- In terms of PPPFA Regulation 6 (5), A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- In terms of PPPFA Regulation 12 (3), A person awarded a contract may not subcontract 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 of contributor that the person concerned, unless the contract is subcontracted to an EME that has the capability and ability to execute the contract.

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

Provide information of the Sub-contractors below:

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	
Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work

Description of Service: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of Three (3) years

% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans

Name of Proposed Subcontractor			Address		Nature of work		Amount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeveloped areas/ Townships	Military Veterans	

T2.2-12: 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 Specific Goals contribution. Transnet will award preference points to companies who provide valid proof of evidence as per the table of evidence in paragraph 4.1 below.

1. GENERAL CONDITIONS

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

- Up to 80 tender evaluation points will be awarded to price 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, and/or
- Up to 90 tender evaluation points will be awarded to price where the financial value of one or more responsive tenders received have a value above R50 million, inclusive of all applicable taxes.

1.2

Either the 80/20 or 90/10 preference point system will apply. Transnet shall use the lowest acceptable bid to determine the applicable preference point system. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of Contribution; and
- (c) Any other specific goal determined in the Transnet preferential procurement policy

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

	POINTS	POINTS
PRICE	80	90
B-BBEE STATUS LEVEL OF CONTRIBUTION	(20)	(10)
B-BBEE Status Level of Contributor Level 1 and Level 2	5	3
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:	15	7
I. HDI's – Women, Youth and people with disabilities		
II. Entities with a specified minimum B-BBEE level (1 &2)		
III. EMEs and/or QSEs black-owned		
Total points for Price and B-BBEE must not exceed	100	100

1.5 Failure on the part of a bidder to submit proof of evidence required for any of the specific goals together with the bid will be interpreted to mean that preference points for that specific goal are not claimed.

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the supply/provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
 - i) the B-BBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (l) **"Specific goals"** means targeted advancement areas or categories of persons or groups either previously disadvantaged or falling within the scope of the Reconstruction and Development Programme identified by Transnet to be given preference in allocation of procurement contracts in line with section 2(1) of the PPPFA.

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80/90 points is allocated for price on the following basis:

80/20

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where:

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor Level 1 or Level 2	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are: I. HDI's – Women, Youth and people with disabilities II. Entities with a specified minimum B-BBEE level (1 and 2) III. EMEs and/or QSEs black-owned	<ul style="list-style-type: none"> Sub-contracting agreements; Subcontractors CIPC – B-BBEE Certificate / Sworn-Affidavit / B-BBEE Certificate as per DTIC guideline <p>In case of a joint venture:</p> <ul style="list-style-type: none"> Declaration / Joint Venture Agreement A consolidated JV B-BBEE scorecard

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

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

EME¹	<p>Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership</p> <p>Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership</p> <p>Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard</p>
------------------------	--

- 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 5 or 3 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"/>
-----	--------------------------	----	--------------------------

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

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 Service provider
- Other 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

SBD 4

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person

having a controlling interest² in the enterprise, employed by the state?

YES/NO

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

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?

Full Name	Identity Number	Name of State institution

YES/NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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



T2.2-13 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	

T2.2-14: RFP DECLARATION FORM

NAME OF COMPANY: _____

We _____ do hereby certify that:

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

FULL NAME OF OWNER/MEMBER/DIRECTOR/

PARTNER/SHAREHOLDER:

ADDRESS:

Indicate nature of relationship with Transnet:

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the

Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).

7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-17 "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.
- An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to procurement.ombud@transnet.net
- For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.
- All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

T2.2-15: 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 misdemeanors, e.g. traffic offences.

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20_____

SIGNATURE OF TENDER

T2.2-16 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

Transnet National Ports Authority

Tender Number: TNPA/2026/02/0076/1213/RFP

Description of Service: Provision of Services for Dredger Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of Three (3) years

T2.2-17 Service Provider Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

In order to achieve these goals, Transnet and the Tenderer/Service Provider/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.

Transnet National Ports Authority
Tender Number: TNPA/2026/02/0076/1213/RFP

Description of Service: Provision of Services for Dredger Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of Three (3) years

Iduly 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

T2.2-18: 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

T2.2-19 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 s possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations .
- 2.12. In signing this addendum that is in terms of the POPIA, the Operator hereby agrees that it has adequate measures in place to provide protection of the personal information and the information of a third party given to it by Transnet in line with the 8 conditions of the POPIA and that it will provide to Transnet satisfactory evidence of these measures whenever called upon to do so by Transnet.

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

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

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



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

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

3. SOLE AGREEMENT

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

Signed at _____ on this ____ day of _____ 2024

Name: _____

Title: _____

Signature: _____

.....
(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-20 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

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

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

As per the Transnet Domestic Prominent Influential Persons (DPIP) and Foreign Prominent Public Officials (FPPO) and Related Individuals Policy available on Transnet website <https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>, Respondents are required to disclose any commercial relationship with a DPIP or FPPO (as defined in the Policy) by completing the following section:

The below form contains personal information as defined in the Protection of Personal Information Act, 2013 (the "Act"). By completing the form, the signatory consents to the processing of her/his personal information in accordance with the requirements of the Act. Consent cannot unreasonably be withheld.						
Is the Respondent (Complete with a "Yes" or "No")						
A DPIP/FPPO		Closely Related to a DPIP/FPPO		Closely Associated to a DPIP/FPPO		
List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.						
No	Name of Entity / Business	Role in the Entity / Business (Nature of interest/ Participation)	Shareholding %	Registration Number	Status (Mark the applicable option with an X)	
					Active	Non-Active
1						
2						
3						

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

2. SERVICE LEVELS

2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.

2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:

- Random checks on compliance with quality/quantity/specifications
- On-time delivery

2.3 The Service provider must provide a telephone number for customer service calls.

2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

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

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



T2.2-21: Three (3) years audited financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....

.....

T2.2-22: 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 Supply Contract)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000			
(Other)			

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:

Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an as and when required basis for a period of Three (3) years

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

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

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

Tenderer's CIDB registration number:

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: Service 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 of award.

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.

Transnet National Ports Authority
 Tender Number: TNPA/2026/02/0076/1213/RFP
 Description of Services: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an as and when required basis for a period of Three (3) years

Signature(s)

Name(s)

Capacity

**for the
Employer**

Name &
signature of
witness

Transnet SOC Ltd trading as
 Transnet National Ports Authority
 10 Mahatma Gandhi
 Point
 Durban 4001

Date

Schedule of Deviations

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

For the tenderer:

For the *Employer*

Signature	.....	.....
Name	.....	.....
Capacity	.....	.....
On behalf of	<i>(Insert name and address of organisation)</i>	Transnet SOC Ltd trading as Transnet National Ports Authority 10 Mahatma Gandhi Point Durban 4001
Name & signature of witness	.....	.....
Date	.....	.....



C1.2 Contract Data

Part one - Data provided by the *Employer*

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for main Option:	
	dispute resolution Option and secondary Options	<p>A: Priced contract with price list</p> <p>W1: Dispute resolution procedure</p> <p>X1: Price adjustment for inflation X2</p> <p>Changes in the law</p> <p>X17: Low service damages</p> <p>X18: Limitation of liability</p> <p>X19: Task Order</p> <p>Z: <i>Additional conditions of contract</i></p>
	of the NEC3 Term Service Contract (June 2005) (and amended June 2006 and April 2013)	

10.1	The <i>Employer</i> is: Address	<p>Transnet SOC Ltd</p> <p>Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000</p>
	Having elected its Contractual Address for the purposes of this contract as:	<p>Transnet National Ports Authority (TNPA) 10 Mahatma Gandhi Road Port of Durban 4001</p>
	Tel No.	TBC
10.1	The <i>Service Manager</i> is (name):	TBC

	Address	10 Mahatma Gandhi Road Port of Durban 4001
	Tel	TBC
	e-mail	tnpatenderenquiriesdrq@transnet.net
11.2(2)	The Affected Property is	
11.2(13)	The <i>service</i> is	The Provision of Services for Dredge Equipment Repairs for the Dredging Fleet for A Period Of Three (3) Years.
11.2(14)	The Service Information is in	The Scope of Services
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Two (2) weeks
2	The Contractor's main responsibilities	(If the optional statement for this section is not used, no data will be required for this section)
21.1	The <i>Contractor</i> submits a first plan for acceptance within	Two (2) weeks of the Contract Date
3	Time	
30.1	The <i>starting date</i> is.	TBA
30.1	The <i>service period</i> is	TBA
4	Testing and defects	No additional data is required for this section of the <i>conditions of contract</i>.
5	Payment	
50.1	The <i>assessment interval</i> is	25th (twenty fifth) day of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand.
51.2	The period within which payments are made is	Payment will be affected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank South Africa.
6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.
7	Use of Equipment Plant and Materials	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	

80.1	These are additional <i>Employers</i> risks	None
83.1	The minimum limit of indemnity for insurance in respect of loss and damage to property (except goods, plant and materials and equipment) and liability for bodily injury or death of a person (not an employee of the <i>Contractor</i>) caused by activity in connection with this contract for any one event is:	Whatever <i>Contractor</i> deems necessary as the <i>Employer</i> is not carrying this indemnity.
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act.
83.1	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 10 000 000/R 5 000 000	
83.1	The <i>Contractor</i> liability to the <i>Employer</i> for indirect or consequential loss including loss of profit, revenue and goodwill, is limited to:	The Total of the Prices.
83.1	For any one event, the <i>Contractor</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employers</i> property is limited to:	The Total of the Prices.
83.1	The <i>Contractor</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than the excluded matters, is limited to:	The Total of the Prices.
9	Termination	There is no Contract Data required for this section of the <i>conditions of contract</i>.
10	Data for main Option clause	
A	Priced contract with price list	
20.5	The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the <i>service</i> at intervals no longer than	Four (4) weeks.
11	Data for Option W1	



Transnet National Ports Authority

Contract Number: TNPA/2026/02/0076/1213/RFP

Description of Service: For the Provision of Services for Dredge Equipment Repairs for the Dredging Fleet for A Period Of Three (3) Years.

W1.1	The <i>Adjudicator</i> is (Name)	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i>, the chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i>.		
W1.2(3)	The <i>Adjudicator nominating body</i> is: If no <i>Adjudicator nominating body</i> is entered, it is	The Association of Arbitrators (Southern Africa)		
W1.4(2)	The <i>tribunal</i> is:	Arbitration		
W1.4(5)	The <i>arbitration procedure</i> is The place where arbitration is to be held is The person or organisation who will choose an arbitrator - if the Parties cannot agree a choice or - if the arbitration procedure does not state who selects an arbitrator, is	The Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa) Durban; South Africa The Chairman of the Association of Arbitrators (Southern Africa)		
12	Data for secondary Option clauses			
X1	Price adjustment for inflation			
X1.1	The <i>base date</i> for indices is The proportions used to calculate the Price Adjustment Factor are:	March 2025	proportion	linked to index for
		0.10	Labour (People)	Index prepared by The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa.



Transnet National Ports Authority

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		0.30	Plant (Equipment)	The "Plant and Equipment" index in Table 4 (Mining and construction plant and equipment price index) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		0.55	Material (Mechanical)	The "Mechanical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.
		0.05	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa.
		0.15	Non-adjustable	
		1.00		
X2	Changes in the law	No additional data is required for this Option		
X17	Low service damages			
X17.1	The <i>service level table</i> is in	C3: Scope of works		
X18	Limitation of liability			
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to	In respect of each Task Order 10% of the total of the Prices for the Task Order or R1,000,000.00 (One million Rand), whichever is the higher amount.		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to	The deductible of the relevant insurance policy		

X18.3	The <i>Contractor's</i> liability for Defects due to his design of an item of Equipment is limited to	The cost of correcting the defect.
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	<p>in respect of each Task Order, the total of the Prices for the Task Order other than for the additional excluded matters.</p> <p>The Contractor's total liability for the additional excluded matters is not limited.</p> <ul style="list-style-type: none"> • The additional excluded matters are amounts for which the Contractor is liable under this contract for • Defects due to his design, plan and specification, • Defects due to manufacture and fabrication outside the Affected Property, • loss of or damage to property (other than the Employer's property, Plant and Materials), • death of or injury to a person and • infringement of an intellectual property right.
X18.5	The <i>end of liability date</i> is	1 year after the end of the <i>service period</i>.
X19	Task Order	
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within	Five (5) days of receiving the Task Order
Z	<i>Additional conditions of contract</i>	

Z1 Obligations in respect of Termination

Z1.1 The following will be included under core clause 91.1:

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

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

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

Z1.2 Termination Table The following will be included under core clause 90.2 Termination Table as follows:

Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"

Z1.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."

Z2 Right Reserved by Transnet to Conduct Vetting through SSA

Z2.1 Transnet reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:

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

Z3 Additional clause relating to Collusion in the Construction Industry



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Z3.1

The contract award is made without prejudice to any rights Transnet may have to take appropriate action later with regard to any declared bid rigging including blacklisting.

Z4 Protection of Personal Information Act

Z4.1

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



Transnet National Ports Authority

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Description of Service: For the Provision of Services for Dredge Equipment Repairs for the Dredging Fleet for A Period Of Three (3) Years.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

The tendering contractor is advised to read both the NEC3 Term Service Contract (June 2005) and the relevant parts of its Guidance Notes (TSC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.

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

Clause	Statement	Data
10.1	The <i>Contractor</i> is (Name): Address Tel No. Fax No.	
11.2(8)	The <i>direct fee percentage</i> is The <i>subcontracted fee percentage</i> is%%
11.2(14)	The following matters will be included in the Risk Register	.....
11.2(15)	The Service Information for the <i>Contractor's</i> plan is in:	.....
21.1	The plan identified in the Contract Data is contained in:	.....
24.1	The key persons are:	
	1 Name:	.....
	Job:	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....
	2 Name:	.....
	Job	.....
	Responsibilities:	.....
	Qualifications:	.....
	Experience:	.....



Transnet National Ports Authority
Contract Number: TNPA/2026/02/0076/1213/RFP
Description of Service: For the Provision of Services for Dredge Equipment Repairs for the Dredging Fleet for A Period Of Three (3) Years.

.....

CV's (and further key person's data including CVs) are in

A Priced contract with price list

11.2(12) The *price list* is in

11.2(19) The tendered total of the Prices is **R.....**

PART C2: PRICING DATA

Bidders are required to complete an Electronic Pricing schedule in the Transnet eSupplier portal in line with the scope of work requirements

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

C2.1 Pricing instructions: Option A

1.1 **The *conditions of contract***

1.2 **How the contract prices work and assesses it for progress payments**

Clause 11 in NEC3 Term Services Contract (TSC), June 2005 (with amendments June 2006 and April 2013) Option A states:

**Identified
and
defined
terms**

11.2 (17) The Price for Services Provided to Date is the total of

- the Price for each lump sum item in the Price List which the *Contractor* has completed and
- where a quantity is stated for an item in the Price List, an amount calculated by multiplying the quantity which the *Contractor* has completed by the rate.

(19) The Prices are the amounts stated in the Price column of the Price List, where a quantity is stated for an item in the Price List, the Price is calculated by multiplying the quantity by the rate.

1.3 **Measurement and Payment**

1.3.1 The Price List provides the basis of all valuations of the Price for Services Provided to Date, payments in multiple currencies and general progress monitoring.

1.3.2 The amount due at each assessment date is based on activities and/or milestones completed as indicated on the Price List.

1.3.3 The Price List work breakdown structure is compiled to the satisfaction of the *Employer* with any additions and/or amendments deemed necessary.

1.3.4 The *Contractor's* detailed Price List summates back to the activity/milestone provided by the *Employer* and is sufficient detail to monitor completion of activities related to the operations on the Accepted Plan in order that payment of completed activities may be assessed.

1.3.5 The Prices are obtained from the Price List. The Prices includes for all direct and indirect costs, overheads, profits, risks, liabilities, obligations, etc. relative to the contract.

C2.2 Price List

A) ILEMBE

					YEAR 1	
General Area		Description	Unit	Quantity	Tendered Rate	Tendered Amount
A) GATE VALVE REPAIRS 800mm (6 off)	1	Remove and refit suitable pipe sections to gain access to the gate valves.				
		For Gate Valve 27304-001				
	1.1	Pipe 27301-007 (Mass 524.9kg)	each	1		
	1.2	Cast Pipe 27302-002 (Mass 2327.1kg)	each	1		
		For Gate Valve 27304-002				
	1.3	Cast Pipe 27302-003 (Mass 2141.5kg)	each	1		
	1.4	Cast Pipe 27302-004 (Mass 1012.6kg)	each	1		
	1.5	Pipe 27301-011 (Mass 224.8kg)	each	1		
		For Gate Valve 27304-003 & Gate Valve 27314-001				
	1.6	Pipe 27311-001 (Mass 420.5kg)	each	1		
	1.7	Cast Pipe 27302-007 (Mass 2141.5kg)	each	1		
		For Gate Valve 27314-002 & Gate Valve 27314-003				
	1.8	Cast Pipe 27312-005 (Mass 1182.4kg)	each	1		
	1.9	Cast Pipe 27312-004 (Mass 2032.1kg)	each	1		
	1.10	Pipe 27311-008 (Mass 420.7kg)	each	1		
	1.11	Pipe 27311-007 (Mass 2294.8kg)	each	1		

	2	Supply M30x110mm bolts and nuts (HT 8.8)	each	100		
	3	Supply packing/ neoprene gaskets with the following specifications: OD - Ø1015mm, ID - Ø800mm, thickness -8mm, PCD 950 (24 × Ø34). Care must be taken not damage the existing gaskets. Gaskets will only be replaced on confirmation from Dredging Services.	each	12		
	4	Strip and replace worn parts of the gate valves	Hour	24		
	5	Welding repairs on valves	Hour	16		
	6	Inspect the spades for damage, includes straightening and grinding of the knife-edges.	Hour	16		
	7	Remove gate valve and refit upon completion of repairs.	each	6		
	8	Commission the gate valves.	each	6		
SUBTOTAL 1 (EXCLUDING VAT)						
B) GATE VALVE REPAIRS 900mm (3 off)	1	Remove and refit suitable pipe sections to gain access to the gate valves.				
		For Gate Valve 27254-001				
	1.1	Cast Pipe 27252-001 (Mass 438.5kg)	each	1		
		For Gate Valve 27244-001				
	1.2	Expansion piece 2710-002.01 (Mass 1287.4kg)	each	1		
	1.3	Cast Pipe 27242-002 (Mass 2733.3kg)	each	1		
	1.4	Pipe 27241-003 (Mass 385.8kg)	each	1		
		For Gate Valve 27254-002				
	1.5	Pipe 27251-003 (Mass 1119.1kg)	each	1		
	2	Supply M30x110mm bolts and nuts (HT 8.8)	each	100		

	3	Supply packing/ neoprene gaskets with the following specifications: OD - Ø1115mm, ID – Ø900mm, thickness - 8mm, PCD 1050 (28 × Ø34). Care must be taken not damage the existing gaskets. Gaskets will only be replaced on confirmation from Dredging Services.	each	8		
	4	Strip and replace worn parts of the gate valves	Hour	16		
	5	Welding repairs on valves	Hour	8		
	6	Inspect the spades for damage, includes straightening and grinding of the knife-edges.	Hour	8		
	7	Remove gate valve and refit upon completion of repairs	each	3		
	8	Commission the gate valves.	each	3		
SUBTOTAL 2 (EXCLUDING VAT)						
C) DRAGHEAD, SIDE TRAIL PIPE, SLIDING PIECE ARRANGEMENT & SUCTION TUBE INLET						
	1	Remove the trailing suction mouth arrangement (Draghead & Visor), Item 9 on the drawing 01278-0341-020. Approximate mass 11434.4kg, dredge pipe connection 28 off bolts & nuts (M36×120mm) and jetwater connection 16 off bolts & nuts. Fit new bolts and nuts if required.	sum	1		
	2	Remove the visor (Item 401) from the draghead (101). Refer to drawing 50414259. Approximately 34 off bolts and nuts, 4 off shafts (Item 139), 2 off locking plates (Item 138), 2 off pins with locking plates (Item 140), 2 off rings (Item 145), 2 off split pins (Item 146), 2 off shafts (Item 102) and 2 off covers/locking plates (Item 103). Fit new bolts and nuts if required.	sum	1		
	3	Inspect draghead/visor bushes (Item 132 & 430, drawing 50414259).	sum	1		

	4	Renew the visor seals (Item 104, drawing 50414259). Dredging Services will supply the seals.	sum	1		
	5	Manufacture, supply and fit new locking plates, pins and bushes as per drawing 50414259:				
	5.1	Locking plate, Item 138 – L=100mm, W=30mm, t=8mm, material: S235JR	each	4		
	5.2	Shaft, Item 139 – D=50mm, L=120mm, material: C45	each	4		
	5.3	Ring, Item 145 – OD=85mm, ID=51mm, t=8mm, material: S235JR	each	4		
	5.4	Split pin, Item 146 – OD=10mm, 80mm, DIN94, Elec. Galv., material: Steel	each	4		
	5.5	Shaft, Item 102 – D=150mm, L=218mm, Material: 42CrMo4+QT	each	1		
	5.6	Cover, Item 103 – D=203mm, material: S235JR	each	4		
	5.7	Bush, Item 132 – OD=183mm, ID=152mm, L=59mm, material: X120Mn12	each	2		
	5.8	Bush, Item 430 – OD=183mm, ID=152mm, L=89mm, material: X120Mn12	each	2		
	6	Remove the lower pipe arrangement (28 off M36×120mm bolts & nuts per flange connection. Fit new bolts and nuts if required), Item 9 (4691kg), on the drawing T50064166. The pipe needs to be split at the arm piece arrangement (Item 5). Remove the associated jetwater pipeline (16 off bolts & nuts per flange connection. Fit new bolts and nuts if required). Remove the Suction Hoses (Item 4) and renew if required, care must be taken not to damage it. Dredging Services to supply new suction hoses.	sum	1		

	7	Remove the upper pipe arrangement (28 off M36×120mm bolts & nuts per flange connection. Fit new bolts and nuts if required.), Item 6 (4685kg), on the drawing T50064166. The pipe needs to be split at the arm piece arrangement (Item 5). Remove the associated jetwater pipeline (16 off bolts & nuts per flange connection. Fit new bolts and nuts if required). Remove the Suction Hoses (Item 4) and renew if	sum	1		
		required, care must be taken not to damage it. Dredging Services to supply new suction hoses.				
	8	Remove the Suction Bend, Item 3 and associated jetwater pipeline	sum	1		
	9	Inspect the suction bend, futtock and bush. Measure the clearances.	sum	1		
	10	Manufacture, supply and install new bush for suction bend. D=142mm, d=112mm, L=49mm, quantity: 2 off, material: 17MnV6.	each	2		
	11	Suction Bend must be built up & machined to size.	Hour	8		
	12	Inspect the bushes, shafts (Item 13, 6 off) and locking plates (Item 14, 10 off) on the arm piece arrangement (Item 5) on drawing T50064166.	sum	1		
	13	Manufacture, supply and install the following items for the arm piece as per drawing T50064166:				
	13.1	Shaft, Item 13 – D=110mm, L=223mm, Material: C35	each	4		
	13.2	Locking plate, Item 14 – L= 270mm, b 25mm, Material: S275J2	each	10		
	14	The sliding piece arrangement (drawing 50409736) is to be stripped & the pins & bushes to be checked for wear. Renew pins & bushes if required.	sum	1		
	15	Contractor to manufacture and supply new pins and bushes as listed below as per drawing 50409736:				
	15.1	Pin, Item 143 – D=22mm, L=125mm, Material: S275JR	each	2		

	15.2	Bush, Item 159 – D=22mm, d=18mm, L=19mm, Material: S235G2T	each	10		
	16	Inspect and repair wedge guides on sliding piece arrangement.	sum	1		
	17	Inspect wear down on wire sheave (on sliding piece arrangement) and associated supports and locking plates.	sum	1		
	18	Replace the turning gland with new one. DS to supply turning gland.	sum	1		
	19	Refit the Sliding Piece arrangement, suction bend, Side Trail Pipe sections and rotate the pipe thorough 180 degrees. Modify jet water pipe supports and cable trunking to suit the rotation of the pipe. To be confirmed by Dredging Services.	sum	1		
	20	Refit the repaired draghead and visors.	sum	1		
	21	Crack test all the flange welding of the Side Trail Pipe	sum	1		
	22	Supply and renew the following bolts and nuts on the side trail pipe:				
	22.1	M30 × 150mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	each	28		
	22.2	M30 × 130mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	each	40		
	22.3	M36 × 110mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	each	50		
	22.4	M36 × 120mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	each	28		
	23	Repair Cardan ring arrangement (Item 7 on Drawing T50064166). Strip and remove cardan ring arrangement if required. Inspect bushes and pins for wear. Remove and renew bushes & pins if required. Refit upon repair	Hour	24		
	24	Renew the fender rubber.	each	10		
	25	The Suction Bend must be lowered on the wedges to check the sealing.	sum	1		

	26	Check the alignment of the sliding piece with the guides and elbow.	sum	1		
	27	The following items are to be inspected on the suction inlet and their clearances are to be measured (refer to drawing 01278-1419-100):				
	27.1	Item 001 - Outer tube	sum	1		
	27.2	Item 002 – Retaining ring	sum	1		
	27.3	Item 003 – Liner	sum	1		
	27.4	Item 004 – Sealing ring	sum	1		
	27.5	Item 005 – Wedge type III	sum	1		
	27.6	Item 006 – Wedge type II	sum	1		
	27.7	Item 007 – Jetwater hull connection	sum	1		
	27.8	Item 008 – Wedge pieces, quantity: 2 off	sum	1		
	27.9	Hull connection ring for suction inlet Ø900mm, drawing 01278-1419-140	sum	1		
	28	Mechanically de-rust damaged areas of the side trail pipe.	m2	12		
	29	Touch up the side trail pipe with one (1) coat of primer.	m2	12		
	30	Touch up the side trail pipe with one (1) coat of intermediate.	m2	12		
	31	Touch up the side trail pipe with one (1) coat of topcoat.	m2	12		
			SUBTOTAL 3 (EXCLUDING VAT)			
D) TRUNNION, INTERMEDIATE AND DRAGHEAD GANTRY REPAIRS	1	Draghead Gantry (Refer to drawing T50067252):				
	1.1	Remove the A-Frame, Item 1 (mass=5727kg). Inspect for damage and refit upon completion of repairs.	sum	1		

	1.2	Remove, clean, inspect and crack test 4 off wire sheaves, Item 6 (D=900mm, D=44mm, Mass=1030.8kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.	each	4		
	1.3	Manufacture, supply and fit new pins and bushes (Refer to drawing T50067252):				
	1.3.1	Shaft, Item 11 – D=170mm, L=325mm, Material: C35	each	2		
	1.3.2	Shaft, Item 15 – D=120mm, L=290mm, Material: 42CrMo4+QT	each	1		
	1.3.3	Shaft, Item 18 – D=130mm, L=669mm, Material: S355J2	each	1		
	1.3.4	Bearing bush, Item 2 on drawing T50070009 – OD=190mm, ID=170mm, L=190mm, Material: CuSn11Pb2-C	each	1		
	1.3.5	Locking plate, Item 29 – L=190mm, W=50mm, Th=15mm, Material: S355J2	each	4		
	1.4	Inspect the deck support covers, pins & bushes for wear.	sum	1		
	1.5	Manufacture, supply and fit new pins and bushes (refer to drawing T50067252):				
	1.5.1	Locking plate, Item 30 (4 off) – L=190mm, W=50mm, Th= 12mm, D=21mm, Material: S355J2	each	4		
	1.5.2	Bush, Item 25 (1 off) OD= 43mm; ID= 33mm, L=50mm, Material: Akulon	each	1		
	1.5.3	Bush, Item 57 (1 off) OD= 30mm; ID= 16.5mm, L=20mm, Material: Akulon	each	1		
	1.5.4	Bearing Bush, Item 16 on drawing T50067252 (2 off) – OD=375mm, ID=335mm, L=126mm Material: CuSn11Pb2-C	each	1		
	1.5.5	Bearing bush, Item 19 on drawing T50067252 (2 off) – OD=150mm, ID=130mm, L=110mm, Material: CuSn11Pb2-C	each	1		
	1.5.6	Cover, Item 17 (2 off) – OD=419mm, Th=40mm, Material: S355J2	each	2		

Description of the Works: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of three (3) years.

	1.6	All the grease lines (8 off) and grease points (8 off) to be checked out, repaired, purged and greased.	each	8		
	1.7	Supply, renew and fit new grease nipples if required, Item 65 (14 off) G1/4", D head=22mm, Right, DIN3404-A, Material: X5CrNiMo17-12-2	each	14		
	1.8	Supply, renew and fit the following bolts and nuts on the Intermediate gantry:				
	1.8.1	M24 × 70mm Hex Head bolts & nuts; 8.8; DIN933; Elec Galv.	each	16		
	1.8.2	M16 × 140mm Hex Head bolts & nuts; 8.8; DIN931; Elec Galv.	each	5		
	1.8.3	M20 × 50mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv.	each	4		
	1.8.4	M20 × 40mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv.	each	6		
	1.8.5	M20 × 45mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv.	each	8		
	1.8.6	M30 × 300mm Hex Head Bolts & nuts, 8.8; DIN931; Elec Galv.	each	7		
	1.8.7	M24 x 40mm Bolts Lubricant, for G1/4" Grease nipple; A4-50.	each	8		
	1.8.8	Washer, OD=44mm, ID=25mm, Th=4mm, DIN6916; Elec Galv.	each	32		
	1.8.9	Washer, OD=56mm, ID=31mm, Th=4mm, DIN6916; Elec Galv.	each	14		
	1.9	Replace any missing brackets on grease lines and safety pawl airline.	each	2		
	1.10	Inspect all wire rope guards and repair if required.	each	2		
		SUBTOTAL 4 (EXCLUDING VAT)				
	2	Intermediate Gantry (Refer to drawing T50066451):				

	2.1	Remove the A-Frame, Item 1 (mass= 4241kg). Inspect for damage and refit upon completion of repairs.	sum	1		
	2.2	Remove, clean, inspect and crack test 3 off wire sheaves, Item 4 (D=800mm, D=40mm, Mass=556,5kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.	each	3		
	2.3	Manufacture, supply and fit new pins and bushes (Refer to drawing T50066451):				
	2.3.1	Shaft, Item 7 – D=160mm, L=290mm, Material: C35	each	2		
	2.3.2	Bearing bush, Item 2 on drawing T50070009 – OD=±180mm, ID=160mm, L=170mm, Material: CuSn11Pb2-C	each	1		
	2.3.3	Locking plate, Item 19 – L=190mm, W=50mm, Th=12mm, Material: S355J2	each	6		
	2.4	Inspect the deck support covers, pins & bushes for wear.	sum	1		
	2.5	Manufacture, supply and fit new pins and bushes (refer to drawing T50066451):				
	2.5.1	Shaft, Item 9 (1 off) – D=120mm, L=595mm, Material: C35	each	1		
	2.5.2	Shaft, Item 10 (2 off) – D=110mm, L=245mm, Material: St.52-3	each	2		
	2.5.3	Locking plate, Item 119 – L=100mm, W=30mm, Th= 8mm, Material: S235J2	each	1		
	2.5.4	Locking plate, Item 12 – L=160mm, h=20mm, Material: S235J2	each	1		
	2.5.5	Locking plate, Item 13 – L=190mm, W=50mm, Th=12mm, Material: S355J2	each	2		
	2.5.6	Locking plate, Item 16 – OD=220mm, ID=170mm, h=12mm, Material: S275J2	each	1		
	2.5.7	Bush, Item 40 - OD= 43mm; ID= 33mm, L=50mm Material: Akulon	each	1		
	2.5.8	Bush, Item 57 - OD= 30mm; ID= 16.5mm, L=20mm Material: Akulon	each	1		

	2.5.9	Bearing Bush, Item 12 on drawing T50066451 – OD=325mm, ID=295mm, L=106mm Material: CuSn11Pb2-C	each	1		
	2.5.10	Bearing bush, Item 15 on drawing T50066451 (1 off) – OD=145mm, ID=120mm, L=120mm, Material: CuSn11Pb2-C	each	1		
	2.5.11	Cover, Item 8 (2 off) – OD=368mm, Th=60mm, Material: St. 52-3	each	2		
	2.6	All the grease lines (8 off) and grease points (8 off) to be checked out, repaired, purged and greased.	each	8		
	2.7	Supply, renew and fit new grease nipples if required, Item 112 G1/4", D head=22mm, Right, DIN3404-A, Material: X5CrNiMo17-12-2	each	13		
	2.8	Supply, renew and fit the following bolts and nuts on the Intermediate gantry:				
	2.8.1	M16 × 140mm Hex Head bolts & nuts; 8.8; DIN931; Elec Galv.	each	4		
	2.8.2	M16 × 180mm Hex Head bolts & nuts; 8.8; DIN931; Elec Galv.	each	4		
	2.8.3	M20 × 60mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv.	each	16		
	2.8.4	M20 × 40mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv.	each	12		
	2.8.5	M30 × 130mm Hex Head Bolts & nuts, 8.8; DIN931; Elec Galv.	each	8		
	2.8.6	M24 x 40mm Bolts Lubricant, for G1/4" Grease nipple; A4-50.	each	7		
	2.8.7	Washer, OD=37mm, ID=21mm, Th=4mm, DIN6916; Elec Galv.	each	32		
	2.9	Replace any missing brackets on grease lines and safety pawl airline.	each	2		
	2.10	Inspect all wire rope guards and repair if required.	each	3		
		SUBTOTAL 5 (EXCLUDING VAT)				

	3	Trunnion Gantry (Refer to drawing T50065970):				
	3.1	Remove the A-Frame, Item 3 (mass= 2273kg). Inspect for damage and refit upon completion of repairs.	sum	1		
	3.2	Inspect the deck support covers, pins & bushes for wear.	sum	1		
	3.3	Manufacture, supply and fit new pins and bushes (refer to drawing T50065970):				
	3.3.1	Shaft, Item 15 – D=120mm, L=225mm, Material: S355J2	each	1		
	3.3.2	Shaft, Item 17 – D=110mm, L=240mm, Material: 42CrMo4+QT	each	2		
	3.3.3	Locking plate, Item 119 – L=100mm, W=30mm, Th= 8mm, Material: S235J2	each	1		
	3.3.4	Locking plate, Item 12 – L=160mm, h=20mm, Material: S235J2	each	1		
	3.3.5	Locking plate, Item 13 – L=190mm, W=50mm, Th=12mm, Material: S355J2	each	2		
	3.3.6	Locking plate, Item 16 – OD=220mm, ID=170mm, h=12mm, Material: S275J2	each	1		
	3.3.7	Bush, Item 10 - OD= 40/30mm; ID= 20.5mm, L=23mm Material: Akulon	each	2		
	3.3.8	Bush, Item 57 - OD= 30mm; ID= 16.5mm, L=20mm Material: Akulon	each	1		
	3.3.9	Bearing Bush, Item 9 on drawing T50065970 (1 off) – OD=140mm, ID=120mm, L=80mm Material: CuSn11Pb2-C	each	1		
	3.3.10	Bearing bush, Item 7 on drawing T50065970 (3 off) – OD=215mm, ID=195mm, L=124mm, Material: CuSn11Pb2-C	each	3		
	3.3.11	Cover, Item 29 (6 off) – OD=230mm, Th=20mm, Material: S355J2	each	6		
	3.4	All the grease lines (15 off) and grease points (6 off) to be checked out, repaired, purged and greased.	sum	1		

	3.5	Supply, renew and fit new grease nipples if required, Item 122 - G1/4", D head=22mm, Right, DIN3404-A, Material: X5CrNiMo17-12-2	each	22		
	3.6	Supply, renew and fit the following bolts and nuts on the trunnion gantry:				
	3.6.1	M12 × 40mm Hex Head Tap bolts & nuts; 70; A4-70.	each	4		
	3.6.2	M16 × 30mm Hex Head Tap bolts & nuts; 70; A4-70.	each	3		
	3.6.3	M20 × 40mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv.	each	4		
	3.6.4	M20 × 50mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv.	each	24		
	3.6.5	M20 × 130mm Hex Head Bolts & nuts, 8.8; DIN931; Elec Galv.	each	24		
	3.6.6	Washer, OD=37mm, ID=21mm, Th=4mm, DIN6916; Elec Galv.	each	77		
	3.7	Replace any missing brackets on grease lines and safety pawl airline.	each	2		
	3.8	Inspect all wire rope guards and repair if required.	each	1		
		SUBTOTAL 6 (EXCLUDING VAT)				
	4	Paint the gantry sheaves.				
	4.1	Apply one (1) full coat of primer	each	3		
	4.2	Apply one (1) full top coat	each	3		
	5	Repair/renew forward draghead and intermediate fixed gantry supports.	Hour	6		
	6	Crack test deck around fixed part of draghead and intermediate gantry.	sum	1		
	7	Repair/renew draghead and intermediate saddle.	sum	1		
	8	Weld up all worn welds.	Hour	8		

		SUBTOTAL 7 (EXCLUDING VAT)				
E) DREDGE PUMP INSPECTION/ SERVICE/ REPAIRS (AS PER MANUAL)	1	Remove the expansion piece and inspect for signs of damage or corrosion.	sum	1		
	2	Remove the suction cover and suction nozzle liner and inspect for wear, damage and corrosion. Install new suction nozzle and suction cover if required. New suction cover and suction nozzle will be supplied by Dredging Services.	sum	1		
	3	Examine the gap between the impeller and the wearing plates.	sum	1		
	4	Remove and inspect the suction side wearing plates and replace if required.	sum	1		
	5	Inspect shaft cover.	sum	1		
	6	Remove and inspect the impeller.	sum	1		
	7	Remove and inspect the shaft side wear plate.	sum	1		
	8	Remove and inspect the throttle plate	sum	1		
	9	Inspect the shaft end and liquidyne seal.	sum	1		
	10	Replace the liquidyne seal if required.	sum	1		
	11	Remove and inspect the water chamber	sum	1		
	12	Inspect the lip seal rings.	sum	1		
	13	Inspect the pump casing for wear.	sum	1		
	14	Remove and replace pump casing if required.	sum	1		
	15	Supply and renew the following O-rings (O-rings to be cut and joined to the required lengths):				
	15.1	Thickness=13mm	m	16		

	15.2	Thickness=8mm	m	4			
	16	Supply and renew dowty rings:					
	16.1	Item 133: ID=23.45mm, OD=31.8mm, thickness=2.5mm	each	18			
	16.2	Item157: ID=33.85mm, OD=42.8mm, thickness=3.25mm	each	7			
	17	Refit all the parts that have been removed.	sum	1			
	18	Test and commission the pump.	sum	1			
		SUBTOTAL 8 (EXCLUDING VAT)					
F) REPLACE JET WATER PUMP (2 off)							
	1	Remove top covers and do an inspection of the pump condition. If the pump requires significant repair as witnessed by CME0 & project manager, proceed with below steps.	each	2			
	2	Disconnect pump from the motor.	each	2			
	3	Rig pump out of the vessel.	each	2			
	4	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2			
	5	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16			
	6	Rig in repaired/new pump in position. New pump shall be supplied by DS.	each	2			
	7	Re-connect pump to motor.	each	2			
	8	Re-install pump.	each	2			
	9	Laser align pump.	each	2			

	10	Test and commission pump.	each	2		
			SUBTOTAL 9 (EXCLUDING VAT)			
G) REPLACE GLAND WATER PUMP (2 off)						
	1	Disconnect pump from the motor.	each	2		
	2	Rig pump out of the vessel.	each	2		
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by DS.	each	2		
	6	Re-connect pump to motor.	each	2		
	7	Re-install pump.	each	2		
	8	Laser align pump.	each	2		
	9	Test and commission pump.	each	2		
			SUBTOTAL 10 (EXCLUDING VAT)			
H) REPLACE PREHEAT PUMP (3 off)						
	1	Disconnect pump from the motor.	each	2		
	2	Rig pump out of the vessel.	each	2		
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	each	2		

Description of the Works: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of three (3) years.

	5	Rig in repaired/new pump in position. New pump shall be supplied by DS.	Hour	16			
	6	Re-connect pump to motor.	each	2			
	7	Re-install pump.	each	2			
	8	Laser align pump.	each	2			
	9	Test and commission pump.	each	2			
		SUBTOTAL 11 (EXCLUDING VAT)					
I) REPLACE FLUSHING PUMP (1 off)							
	1	Disconnect pump from the motor.	sum	1			
	2	Rig pump out of the vessel.	sum	1			
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	sum	1			
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	8			
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by DS.	sum	1			
	6	Re-connect pump to motor.	sum	1			
	7	Re-install pump.	sum	1			
	8	Laser align pump.	sum	1			
	9	Test and commission pump.	sum	1			
		SUBTOTAL 12 (EXCLUDING VAT)					
J) REPLACE GENERAL SERVICE PUMP (2 off)							
	1	Disconnect pump from the motor.	each	2			
	2	Rig pump out of the vessel.	each	2			

Description of the Works: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of three (3) years.

	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2		
	4	Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by DS.	each	2		
	6	Re-connect pump to motor.	each	2		
	7	Re-install pump.	each	2		
	8	Laser align pump.	each	2		
	9	Test and commission pump.	each	2		
SUBTOTAL 13 (EXCLUDING VAT)						
K) REPLACE SEWAGE/VACUUM PUMP (2 off)						
	1	Disconnect pump from the motor.	each	2		
	2	Rig pump out of the vessel.	each	2		
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by DS.	each	2		
	6	Re-connect pump to motor.	each	2		
	7	Re-install pump.	each	2		
	8	Laser align pump.	each	2		
	9	Test and commission pump.	each	2		
SUBTOTAL 14 (EXCLUDING VAT)						

Description of the Works: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of three (3) years.

L) ADDITIONAL WORK						
1	Repair Male and Female Part of the Bow Coupling (Including Diabolic /Bow Roller)	Hour	36			
2	Replace Bow Coupling Seal (1 off). Dredging Services to supply the seal.	each	1			
3	Replace overflow cylinder Seal (1 off). Dredging Services to supply the seal.	each	1			
SUBTOTAL 15 (EXCLUDING VAT)						
M) UNFORESEEN WORK						
1	The following facilities and labour should be supplied to complete unforeseen work:					
1.1	Machine shop	hours	30			
1.2	Skilled supervisor	hours	100			
1.3	Skilled labour	hours	100			
1.4	Semi-skilled labour	hours	100			
1.5	Unskilled labour	hours	100			
SUBTOTAL 16 (EXCLUDING VAT)						
(A) Ilembe Total Year 1 (excluding VAT)						

B) ISANDLWANA

General Area		Description	Unit	Quality	Tendered Rate	Tendered Amount
A) GATE VALVE REPAIRS 800mm (8 off)						
	1	Remove and refit suitable pipe sections to gain access to the gate valves.				
		For Gate Valve 2730-01 (ALMO Valve)				
	1.1	Pipe 2730-15 (Mass 573kg)	each	1		
		For Gate Valve 2730-42 & Gate Valve 2730-43				
	1.2	Pipe 2730-22 (Mass 303kg)	each	1		
	1.3	Cast Pipe 2730-40 (Mass ±2250kg)	each	1		
	1.4	Pipe 2730-47 (Mass 288kg)	each	1		
	1.5	Pipe 2730-41 (Mass 288kg)	each	1		
		For Gate Valve 2730-02				
	1.6	Cast Pipe 2730-26 (Mass ±2100kg)	each	1		
	1.7	Pipe 2730-30 (Mass 573kg)	each	1		
		For Gate Valve 2731-01 & 2730-03				
	1.8	Cast Pipe 2730-35 (Mass ±2100kg)	each	1		
	1.9	Pipe 2730-39 (Mass 573kg)	each	1		
		For Gate Valve 2731-02 & Gate Valve 2731-03				

	1.10	Cast Pipe 2731-21 (Mass ±2100kg)	each	1			
	1.11	Cast Pipe 2731-22 (Mass ±1040kg)	each	1			
	1.12	Pipe 2731-23 (Mass 573kg)	each	1			
	2	Supply M30x110mm bolts and nuts (HT 8.8)	each	100			
	3	Supply packing/ neoprene gaskets	each	8			
	4	Strip and replace worn parts of the gate valves as indicated by Dredging Services.	each	8			
	5	Welding repairs	Hour	12			
	6	Inspect the spades for damage, includes straightening and grinding of the knife-edges.	Hour	12			
	7	Remove old gate valve and install new/ refurbished gate valve	each	1			
	8	Commission the repaired gate valves.	each	8			
		SUBTOTAL 17 (EXCLUDING VAT)					
B) GATE VALVE REPAIRS 900mm (3 off)							
	1	Remove and refit suitable pipe sections to gain access to the gate valves.					
		For Gate Valve 2725-01					
	1.1	Cast Pipe 2725-04 (Mass 388kg)	each	1			
		For Gate Valve 2725-02					
	1.2	Pipe 2725-06 (Mass 899kg)	each	1			
		For Gate Valve 2724-01					
	1.3	Expansion piece 2724-09 (Mass 1287.4kg)	each	1			

	1.4	Cast Pipe 2724-07 (Mass 3200kg)	each	1			
	1.5	Pipe 2724-06 (Mass 399kg)	each	1			
	2	Supply M30x110mm bolts and nuts (HT 8.8)	each	100			
	3	Supply packing/ neoprene gaskets	each	3			
	4	Strip and replace worn parts of the gate valves	each	3			
	5	Welding repairs	Hour	6			
	6	Inspect the spades for damage, includes straightening and grinding of the knife-edges.	Hour	6			
	7	Remove old gate valve and install new/ refurbished gate valve	each	1			
	8	Commission the repaired gate valves.	each	3			
		SUBTOTAL 18 (EXCLUDING VAT)					
C) DRAGHEAD, SIDE TRAIL PIPE, SLIDING PIECE ARRANGEMENT & SUCTION TUBE INLET							
		Draghead & Visor:					
	1	Remove the trailing suction mouth arrangement (Draghead & Visor), Item 14 on the drawing 01256-0341-020. Approximate mass 11016kg, dredge pipe connection 28 off bolts & nuts (M36x120mm) and jetwater connection 16 off bolts & nuts. This must be done first so that the Repair Workshop can repair it. Fit new bolts and nuts if required.	sum	1			

	2	Remove the visor (Item 401) from the draghead (101). Refer to drawing 50409200B. Approximately 34 off bolts and nuts, 2 off shafts (Item 139), 2 off locking plates (Item 138), 2 off shafts (Item 140), 2 off rings (Item 145), 2 off split pins (Item 146), 2 off shafts (Item 102) and 2 off covers/locking plates (Item 103). Fit new bolts and nuts if required.	sum	1		
	3	Inspect draghead/visor bushes (drawing 50409200B), Item 132 (4 off) & Item 430 (2 off).	sum	1		
	4	Inspect the seals (Item 104 & 108), strip for seal (Item 105 & 109) and Stel strip (Item 113).	sum	1		
	5	Renew the seals (Item 104 & 108).	sum	1		
	6	Manufacture, supply and fit new locking plates, pins and bushes as per drawing 50409200B:				
	6.1	Locking plate, Item 138 – L=100mm, W=30mm, t=8mm, material: S355J2G3	each	2		
	6.2	Shaft, Item 139 – D=50mm, L=120mm, material: C45	each	2		
	6.3	Ring, Item 145 – OD=85mm, ID=51mm, t=8mm, material: S355J2G3	each	2		
	6.4	Split pin, Item 146 – OD=10mm, 80mm, DIN94, Elec. Galv., material: S355J2G3	each	2		
	6.5	Shaft, Item 102 – D=150mm, L=218mm, Material: 42CrMo4+QT	each	1		
	6.6	Cover, Item 103 – D=203mm, material: S355J2G3	each	2		
	6.7	Bush, Item 132 – OD=183mm, ID=152mm, L=59mm, material: 17MnV6	each	2		
	6.8	Bush, Item 430 – OD=183mm, ID=152mm, L=89mm, material: 17MnV6	each	1		

	7	Refit the draghead and visors upon completion of repairs on side trail pipe.	sum	1		
			SUBTOTAL 19 (EXCLUDING VAT)			
Side trail pipe (Refer to drawing 50409771):						
	8	Remove the lower pipe arrangement. Remove the associated jetwater pipeline. Remove the Suction Hoses (Item 260) and renew if required. <i>DS will supply suction hoses</i>	sum	1		
	9	Remove the upper pipe arrangement. The pipe needs to be split at the arm piece arrangement. Remove the associated jetwater pipeline. Remove the Suction Hoses and renew if required. <i>DS will supply suction hoses.</i>	sum	1		
	10	Remove the Suction Bend, Item 160 (4277kg) and associated jetwater pipeline.	sum	1		
	11	Inspect the suction bend, futtock and bush. Measure the clearances.	sum	1		
	12	Manufacture, supply and install new bush for suction bend. D=142mm, d=112mm, L=49mm, quantity: 4 off, material: 17MnV6.	each	4		
	13	The Suction Bend must be built up & machined to size. Repairs will be carried out as per the Labour Schedule.	Hours	24		
	14	Inspect the bushes, shafts (Item 801, 6 off) and locking plates (Item 804, 10 off) on the arm piece arrangement.	sum	1		
	15	Manufacture, supply and install the following items for the arm piece (Refer to drawing 50409759):				
	15.1	Shaft, Item 801 – D=110mm, L=223mm, Material: C35 (3 off)	each	3		
	15.2	Locking plate, Item 804 – L= 270mm, b 25mm, Material: S275J2 (5 off)	each	5		

	15.3	Bush, Item 802 (drawing 50409759) – D=132mm, d=112mm, L=92mm, material: 17MnV6 (3 off)	each	3		
	15.4	Bush, Item 802 (drawing 50409760) – D=142mm, d=112mm, L=49mm, material: 17MnV6 (2 off)	each	2		
SUBTOTAL 20 (EXCLUDING VAT)						
	16	The sliding piece arrangement (Refer to drawing 50409736) is to be stripped & the pins & bushes to be checked for wear. Renew pins & bushes if required. Contractor to manufacture and supply new pins and bushes as listed below:				
	16.1	Pin, Item 143 – D=22mm, L=125mm, Material: S275JR	each	1		
	16.2	Bush, Item 159 – D=22mm, d=18mm, L=19mm, Material: S235G2T	each	1		
	17	Inspect and repair wedge guides on sliding piece arrangement.	Hours	16		
	18	Inspect wear down on wire sheave (on sliding piece arrangement) and associated supports and locking plates.	sum	1		
	19	Replace the turning gland with new one if required. Dredging Services to supply.	sum	1		
	20	Refit the Sliding Piece arrangement, suction bend, Side Trail Pipe sections and rotate the pipe thorough 180 degrees. Modify jet water pipe supports and cable trunking to suit the rotation of the pipe.	sum	1		
	21	Crack test all the flange welding of the Side Trail Pipe	sum	1		
	22	Supply and renew the following bolts and nuts on the side trail pipe:				

	22.1	M30 × 150mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	each	28			
	22.2	M30 × 130mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	each	40			
	22.3	M36 × 110mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	each	50			
	22.4	M36 × 120mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	each	28			
	23	Repair cardan ring arrangement (Item 230). Strip and remove cardan ring arrangement if required. Inspect bushes and pins for wear. Remove and renew bushes & pins if required. Refit upon repair. (Refer to drawing 50409760)	Hours	24			
	24	Renew the fender rubber.	each	10			
	25	The Suction Bend must be lowered on the wedges to check the sealing.	sum	1			
	26	Check the alignment of the sliding piece with the guides and elbow.	sum	1			
		SUBTOTAL 21 (EXCLUDING VAT)					
		Suction inlet (Hull)					
	27	The following items are to be inspected on the suction inlet and their clearances are to be measured (refer to drawing 01256-1418-100):					
	27.1	Item 001 - Outer tube	sum	1			
	27.2	Item 002 – Retaining ring	sum	1			
	27.3	Item 003 – Liner	sum	1			
	27.4	Item 004 – Sealing ring	sum	1			
	27.5	Item 005 – Wedge type III	sum	1			
	27.6	Item 006 – Wedge type II	sum	1			
	27.7	Item 007 – Jetwater hull connection	sum	1			

	27.8	Item 008 – Wedge pieces, quantity: 2 off	sum	1			
	27.9	Hull connection ring for suction inlet Ø900mm, drawing 01256-1418-140	sum	1			
	28	Mechanically de-rust damaged areas of the side trail pipe.	m2	12			
	29	Touch up the side trail pipe with one (1) coat of primer.	m2	12			
	30	Touch up the side trail pipe with one (1) coat of intermediate.	m2	12			
	31	Touch up the side trail pipe with one (1) coat of topcoat.	m2	12			
		SUBTOTAL 22 (EXCLUDING VAT)					
D) TRUNNION, INTERMEDIATE AND DRAGHEAD GANTRY REPAIRS							
	1	Draghead Gantry (Refer to drawing T50002758):					
	1.1	Remove the A-Frame, Item 2 (mass=5712kg). Inspect for damage and refit upon completion of repairs	sum	1			
	1.2	Remove, clean, inspect and crack test 4 off wire sheaves, Item 7 (D=900mm, D=44mm, Mass=993,2kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.	each	4			
	1.3	Manufacture, supply and fit new pins and bushes:					
	1.3.1	Shaft, Item 44 (2 off) – D=170mm, L=325mm, Material: C35	each	2			
	1.3.2	Shaft, Item 24 (1 off) – D=120mm, L=290mm, Material: 42CrMo4+QT	each	1			

	1.3.3	Shaft, Item 16 (1 off) – D=130mm, L=669mm, Material: S355J2	each	1			
	1.3.4	Locking plate, Item 25 (4 off) – L=190mm, W=50mm, Th=12mm, Material: S235JRC	each	4			
	1.4	Inspect the deck support covers, pins & bushes for wear.	sum	1			
	1.5	All the grease lines (6 off) and grease points (6 off) to be checked out, repaired, purged and greased.	each	6			
	1.6	Replace any missing brackets on grease lines and safety pawl airline.	each	4			
	1.7	Inspect all wire rope guards and repair if required.	each	4			
		SUBTOTAL 23 (EXCLUDING VAT)					
	2	Intermediate Gantry (Refer to drawing T50002896):					
	2.1	Remove the A-Frame, Item 2 (mass= 4222,1 kg). Inspect for damage and refit upon completion of repairs.	sum	1			
	2.2	Remove, clean, inspect and crack test wire sheaves, Item 4 (D=800mm, D=40mm, Mass=532,5kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.	each	3			
	2.3	Manufacture, supply and fit new pins and bushes:					
	2.3.1	Shaft, Item 19 (3 off) – D=160mm, L=290mm, Material: C35	each	1			
	2.3.2	Bearing bush, Item 8 (1 off) – OD=180mm, ID=160mm, L=170mm, Material: CuSn11Pb2-C	each	1			
	2.3.3	Locking plate, Item 14 (6 off) – L=190mm, W=50mm, Th=12mm, Material: S355J2	each	6			
	2.4	Inspect the deck support covers, pins & bushes for wear.	sum	1			

	2.5	All the grease lines (6 off) and grease points (6 off) to be checked out, repaired, purged and greased.	sum	1			
	2.6	Replace any missing brackets on grease lines and safety pawl airline.	each	3			
	2.7	Inspect all wire rope guards and repair if required.	each	3			
		SUBTOTAL 24 (excluding VAT)					
	3	Trunnion Gantry (Refer to drawing 50409912):					
	3.1	Remove the A-Frame, Item 2 (mass= 2239,4 kg). Inspect for damage and refit upon completion of repairs.	sum	1			
	3.2	Inspect the deck support covers, pins & bushes for wear.	sum	1			
	3.3	All the grease lines (15 off) and grease points (6 off) to be checked out, repaired, purged and greased.	sum	1			
	3.4	Replace any missing brackets on grease lines and safety pawl airline.	each	3			
	3.5	Inspect all wire rope guards and repair if required.	each	1			
		SUBTOTAL 25 (EXCLUDING VAT)					
	4	Paint the gantry sheaves.					
	4.1	Apply one (1) full coat of primer	each	3			
	4.2	Apply one (1) full topcoat	each	3			
	5	Repair/renew forward draghead and intermediate fixed gantry supports.	Hour	8			

	6	Crack test deck around fixed part of draghead and intermediate gantry.	sum	1		
	7	Repair/renew draghead and intermediate saddle.	each	2		
	8	Weld up all worn welds.	Hour	8		
			SUBTOTAL 26 (EXCLUDING VAT)			
E) DREDGE PUMP INSPECTION/SERVICE/REPAIRS (Refer to dredge pump manual)						
	1	Remove the expansion piece and inspect for signs of damage or corrosion.	sum	1		
	2	Remove the suction cover and suction nozzle liner and inspect for wear, damage and corrosion. Install new suction nozzle and suction cover if required. New suction cover and suction nozzle will be supplied by Dredging Services.	sum	1		
	3	Examine the gap between the impeller and the wearing plates.	sum	1		
	4	Remove and inspect the suction side wearing plates and replace if required.	sum	1		
	5	Inspect shaft cover.	sum	1		
	6	Remove and inspect the impeller.	sum	1		
	7	Remove and inspect the shaft side wear plate.	sum	1		
	8	Remove and inspect the throttle plate	sum	1		
	9	Inspect the shaft end and liquidyne seal.	sum	1		
	10	Replace the liquidyne seal if required. Dredging services to supply new seal.	sum	1		
	11	Remove and inspect the water chamber	sum	1		
	12	Inspect the lip seal rings.	sum	1		

	13	Inspect the pump casing for wear.	sum	1		
	14	Remove and replace pump casing if required. Dredging Services to supply new casing.	sum	1		
	15	Supply and renew the following O-rings (O-rings to be cut and joined to the required lengths):				
	15.1	Thickness=13mm	m	16		
	15.2	Thickness=8mm	m	4		
	16	Supply and renew dowty rings:				
	16.1	Item 133: ID=23.45mm, OD=31.8mm, thickness=2.5mm	each	18		
	16.2	Item157: ID=33.85mm, OD=42.8mm, thickness=3.25mm	each	7		
	17	Refit all the parts that have been removed.	sum	1		
	18	Test and commission the pump.	sum	1		
		SUBTOTAL 27 (EXCLUDING VAT)				
F) REPLACE JET WATER PUMP (2 off)						
	1	Remove top covers and do an inspection of the pump condition. If the pump requires significant repair as witnessed by CMEO & project manager, proceed with below steps.	each	2		
	2	Disconnect pump from the motor.	each	2		
	3	Rig pump out of the vessel.	each	2		
	4	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2		
	5	Replace worn parts. Quote hourly rate. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16		
	6	Rig in repaired/new pump in position. New pump shall be supplied by Dredging Services.	each	2		

	7	Re-connect pump to motor.	each	2			
	8	Re-install pump.	each	2			
	9	Laser align pump.	each	2			
	10	Test and commission pump.	each	2			
		<i>SUBTOTAL 28 (EXCLUDING VAT)</i>					
G) REPLACE GLAND WATER PUMP (2 off)							
	1	Disconnect pump from the motor.	each	2			
	2	Rig pump out of the vessel.	each	2			
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2			
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16			
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by Dredging Services.	each	2			
	6	Re-connect pump to motor.	each	2			
	7	Re-install pump.	each	2			
	8	Laser align pump.	each	2			
	9	Test and commission pump.	each	2			
		<i>SUBTOTAL 29 (EXCLUDING VAT)</i>					
H) REPLACE PREHEAT PUMP (2 off)							
	1	Disconnect pump from the motor.	each	2			
	2	Rig pump out of the vessel.	each	2			

	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	each	2		
	5	Rig in repaired/new pump in position. New pump shall be supplied by Dredging Services.	Hour	16		
	6	Re-connect pump to motor.	each	2		
	7	Re-install pump.	each	2		
	8	Laser align pump.	each	2		
	9	Test and commission pump.	each	2		
SUBTOTAL 30 (EXCLUDING VAT)						
I) REPLACE FLUSHING PUMP (1 off)						
	1	Disconnect pump from the motor.	sum	1		
	2	Rig pump out of the vessel.	sum	1		
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	sum	1		
	4	Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	8		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by Dredging Services.	sum	1		
	6	Re-connect pump to motor.	sum	1		
	7	Re-install pump.	sum	1		
	8	Laser align pump.	sum	1		
	9	Test and commission pump.	sum	1		
SUBTOTAL 31 (EXCLUDING VAT)						
J) REPLACE GENERAL SERVICE PUMP (2 off)						
	1	Disconnect pump from the motor.	each	2		

Description of the Works: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of three (3) years.

	2	Rig pump out of the vessel.	each	2		
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by Dredging Services.	each	2		
	6	Re-connect pump to motor.	each	2		
	7	Re-install pump.	each	2		
	8	Laser align pump.	each	2		
	9	Test and commission pump.	each	2		
				SUBTOTAL 32 (EXCLUDING VAT)		
K) REPLACE SEWAGE/VACUUM PUMP (2 off)						
	1	Disconnect pump from the motor.	each	2		
	2	Rig pump out of the vessel.	each	2		
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by Dredging Services.	each	2		
	6	Re-connect pump to motor.	each	2		
	7	Re-install pump.	each	2		
	8	Laser align pump.	each	2		
	9	Test and commission pump.	each	2		

SUBTOTAL 33 (EXCLUDING VAT)				
L) ADDITIONAL WORK				
1	Repair Male and Female Part of the Bow Coupling (Including Diabolic /Bow Roller)	Hour	36	
2	Replace Bow Coupling Seal (1 off). Dredging Services to supply the seal.	each	1	
3	Replace overflow cylinder Seal (1 off). Dredging Services to supply the seal.	each	1	
SUBTOTAL 34 (EXCLUDING VAT)				
M) UNFORESEEN WORK				
1	The following facilities and labour should be supplied to complete unforeseen work:			
1.1	Machine shop	Hours	30	
1.2	Skilled supervisor	Hours	100	
1.3	Skilled labour	Hours	100	
1.4	Semi-skilled labour	Hours	100	
1.5	Unskilled labour	Hours	100	
SUBTOTAL 35 (EXCLUDING VAT)				
(B) Isandlwana Total Year 1 (excluding VAT)				



Description of the Works: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of three (3) years.

C) ITALENI

YEAR 1

General Area		Description	Unit	Quality	Tendered Rate	Tendered Amount	
A) REPLACE JET WATER VALVES IN TECHNICAL AND VOID SPACES							
	1	Remove faulty valve(s), strip and inspect.	each	10			
	2	Replace worn parts.	each	10			
	3	Re-install serviced valve(s).	each	10			
	4	Install new valve(s). Spare valve(s) to be supplied by Dredging Services.	each	10			
	5	Test and commission valve(s).	each	10			
		SUBTOTAL 36 (EXCLUDING VAT)					
B) REPLACE JET WATER PUMP (2 off)							
	1	Remove top covers and do an inspection of the pump condition.	each	2			
	2	Disconnect pump from the motor.	each	2			
	3	Rig pump out of the vessel.	each	2			
	4	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	each	2			
	5	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16			
	6	Rig in repaired/new pump in position. New pump shall be supplied by Dredging Services.	each	2			
	7	Re-connect pump to motor.	each	2			
	8	Re-install pump.	each	2			
	9	Laser align pump.	each	2			



Description of the Works: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of three (3) years.

	10	Test and commission pump.	each	2		
				SUBTOTAL 37 (EXCLUDING VAT)		
C) REPLACE GLAND WATER PUMP (2 off)						
	1	Disconnect pump from the motor.	each	2		
	2	Rig pump out of the vessel.	each	2		
	3	Strip and inspect pump for wear.	each	2		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by Dredging Services.	each	2		
	6	Re-connect pump to motor.	each	2		
	7	Re-install pump.	each	2		
	8	Laser align pump.	each	2		
	9	Test and commission pump.	each	2		
				SUBTOTAL 38 (EXCLUDING VAT)		
D) REPLACE SEWAGE PUMP (2 off)						
	1	Disconnect pump from the motor.	each	2		
	2	Rig pump out of the vessel.	each	2		
	3	Strip and inspect pump for wear.	each	2		
	4	Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16		

Description of the Works: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of three (3) years.

	5	Rig in repaired/new pump in its original position. New pump shall be supplied by Dredging Services.	each	2		
	6	Re-connect pump to motor.	each	2		
	7	Re-install pump.	each	2		
	8	Laser align pump.	each	2		
	9	Test and commission pump.	each	2		
SUBTOTAL 39 (EXCLUDING VAT)						
E) UNFORESEEN WORK						
	1	The following facilities and labour should be supplied to complete unforeseen work:				
	1.1	Machine shop	Hours	50		
	1.2	Skilled supervisor	Hours	100		
	1.3	Skilled labour	Hours	100		
	1.4	Semi-skilled labour	Hours	100		
	1.5	Unskilled labour	Hours	100		
SUBTOTAL 40 (EXCLUDING VAT)						
(C) Italeni Total Year 1 (excluding VAT)						

Description of the Works: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an "as and when" required basis for a period of three (3) years.

D) MOHOMA PLOUGH

					YEAR 1	
General Area		Description	Unit	Quality	Tendered Rate	Tendered Amount
A) REPLACE BILGE WATER PUMP (1 off)						
	1	Disconnect pump from the motor.	sum	1		
	2	Rig pump out of the vessel.	sum	1		
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	sum	1		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	sum	1		
	5	Rig in repaired/new pump in position. New pump shall be supplied by Dredging Services.	Hour	8		
	6	Re-connect pump to motor.	sum	1		
	7	Re-install pump.	sum	1		
	8	Laser align pump.	sum	1		
	9	Test and commission pump.	sum	1		
					SUBTOTAL 41 (EXCLUDING VAT)	
B) REPLACE FRESH WATER PUMP (1 off)						

	1	Disconnect pump from the motor.	sum	1		
	2	Rig pump out of the vessel.	sum	1		
	3	Strip and inspect pump for wear.	sum	1		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	8		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by Dredging Services.	sum	1		
	6	Re-connect pump to motor.	sum	1		
	7	Re-install pump.	sum	1		
	8	Laser align pump.	sum	1		
	9	Test and commission pump.	sum	1		
				SUBTOTAL 42 (EXCLUDING VAT)		
C) REPLACE GENERAL SERVICE PUMP (2 off)						
	1	Disconnect pump from the motor.	each	2		
	2	Rig pump out of the vessel.	each	2		
	3	Strip and inspect pump for wear.	each	2		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by Dredging Services.	each	2		

	6	Re-connect pump to motor.	each	2		
	7	Re-install pump.	each	2		
	8	Laser align pump.	each	2		
	9	Test and commission pump.	each	2		
SUBTOTAL 43 (EXCLUDING VAT)						
D) REPLACE SEWAGE PUMP (1 off)						
	1	Disconnect pump from the motor.	sum	1		
	2	Rig pump out of the vessel.	sum	1		
	3	Strip and inspect pump for wear.	sum	1		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	8		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by Dredging Services.	sum	1		
	6	Re-connect pump to motor.	sum	1		
	7	Re-install pump.	sum	1		
	8	Laser align pump.	sum	1		
	9	Test and commission pump.	sum	1		
SUBTOTAL 44 (EXCLUDING VAT)						
E) REPLACE LUBE OIL/ DIRTY OIL DISCHARGE PUMP (2 off)						

	1	Disconnect pump from the motor.	each	2		
	2	Rig pump out of the vessel.	each	2		
	3	Strip and inspect pump for wear.	each	2		
	4	Replace worn parts. If major part(s) are worn replacement parts shall be supplied by Dredging Services.	Hour	16		
	5	Rig in repaired/new pump in its original position. New pump shall be supplied by Dredging Services.	each	2		
	6	Re-connect pump to motor.	each	2		
	7	Re-install pump.	each	2		
	8	Laser align pump.	each	2		
	9	Test and commission pump.	each	2		
					SUBTOTAL 45 (EXCLUDING VAT)	
F) UNFORESEEN WORK						
	1	The following facilities and labour should be supplied to complete unforeseen work:				
	1.1	Machine shop	Hours	25		
	1.2	Skilled supervisor	Hours	50		
	1.3	Skilled labour	Hours	50		
	1.4	Semi-skilled labour	Hours	50		
	1.5	Unskilled labour	Hours	50		
					SUBTOTAL 46 (EXCLUDING VAT)	
					(D) Mohoma Total Year 1 (excluding VAT)	

FINAL SUMMARY		
ITEM NO	DESCRIPTION	TOTAL
A)	for Dredge Equipment Repairs to Ilembe Total Excluding Vat for 3 years	
B)	for Dredge Equipment Repairs to Isandlwana Total Excluding Vat for 3 years	
C)	for Dredge Equipment Repairs to Italeni Total Excluding Vat for 3 years	
D)	for Dredge Equipment Repairs to Mohoma Total Excluding Vat for 3 years	
TOTAL COST EXCLUDING VAT YEAR for 3 YEARS		

MULTI- YEAR BILL OF QUANTITIES: THE FIRST YEAR OF THE CONTRACT WILL NOT BE SUBJECTED TO PRICE ESCALATION	
TOTAL COST FOR YEAR 1 EXCLUDING VAT (A+B+C+D)	R
TOTAL COST FOR YEAR 2 EXCLUDING VAT = TOTAL COST FOR YEAR 1(A+B+C+D) X CPI (4.7%) + TOTAL COST FOR YEAR 1 (A+B+C+D)	R
TOTAL COST FOR YEAR 3 EXCLUDING VAT = TOTAL COST FOR YEAR 2 X CPI (4.7%) + TOTAL COST FOR YEAR 2	R
VAT (15%)	
GRAND TOTAL FOR 3 YEARS (Incl. VAT)	

TOTAL PRICE IN WORDS	
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NB: Price Adjustment

Prices on the Contract will be fixed for the first 12 months of the Contract. Thereafter the Contract price adjustment will be reviewed on each anniversary of the Contract, taking into account the actual Consumer Price Index (CPI) for that particular year as published by Statistics South Africa. The CPI percentage published by Stats SA will be used to determine the appropriate percentage mark-up; the CPI percentages of 4.7% for year 2 and 4.7% for year 3 are not fixed, they are the estimates used for award purposes.

General Notes to Pricing:

a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may:

- (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - "(iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.
- If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP. "

b) Prices must be quoted in South African Rand inclusive of VAT.

c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.

d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

e) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis

f) TPPD subtotals in the pricing schedule will only be used when capturing costs on Transnet's PPD system and should not be accounted for when doing the total costs for each vessel.

g) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

PART C3: SERVICE INFORMATION

Document reference	Title	No of pages
	This cover page	1
C3.1	<i>Service Information</i>	2
	Technical Specification	23
	Commercial Specification	25
	Preamble to Schedule of Quantities and Prices	27
	Total number of pages	29

C3.1 Service Information

Description of the *service*

Executive overview

The "ILEMBE, ITALENI, ISANDLWANA and MOHOMA" are self-propelled dredgers. It is our intention to undertake the repairs on the dredge equipment, as outlined in the scope of work, during the annual Lay-up and during general maintenance of the vessels.

ILEMBE:

A) GATE VALVE REPAIRS 800mm (6 off)

1. Remove and refit suitable pipe sections to gain access to the gate valves. The valves to be repaired will be pointed out after an inspection has been carried out and confirmed by the CMEO and project manager. The pipes that need to be removed and refitted per gate valve are listed below:

For Gate Valve 27304-001

- 1.1. Pipe 27301-007 (Mass 524.9kg)
- 1.2. Cast Pipe 27302-002 (Mass 2327.1kg)

For Gate Valve 27304-002

- 1.3. Cast Pipe 27302-003 (Mass 2141.5kg)
- 1.4. Cast Pipe 27302-004 (Mass 1012.6kg)
- 1.5. Pipe 27301-011 (Mass 224.8kg)

For Gate Valve 27304-003 & Gate Valve 27314-001

- 1.6. Pipe 27311-001 (Mass 420.5kg)
- 1.7. Cast Pipe 27302-007 (Mass 2141.5kg)

For Gate Valve 27314-002 & Gate Valve 27314-003

- 1.8. Cast Pipe 27312-005 (Mass 1182.4kg)
- 1.9. Cast Pipe 27312-004 (Mass 2032.1kg)
- 1.10. Pipe 27311-008 (Mass 420.7kg)
- 1.11. Pipe 27311-007 (Mass 2294.8kg)

2. Supply M30x110mm bolts and nuts (HT 8.8). Provisional quantity 100 off.
3. Supply packing/ neoprene gaskets with the following specifications: OD - Ø1015mm, ID - Ø800mm, thickness -8mm, PCD 950 (24 × Ø34). Care must be taken not damage the existing gaskets. Gaskets will only be replaced on confirmation from Dredging Services.
4. Strip and replace worn parts of the gate valves as indicated by Dredging Services. Dredging Services will supply the combi rings and backing rings.
5. Once the valve is stripped to replace the rings, an inspection will be carried out to ascertain if there is welding repairs to be carried out. Provisionally 16 hours is allowed for welding repairs.

6. Inspect the spades for damage, includes straightening and grinding of the knife-edges. Provisionally 16 hours is allowed for repairs.
7. Remove old gate valve and install new/ refurbished gate valve provided the casing of the old valve requires significant repairs and could affect undocking. Dredging Services to supply new/ refurbished gate valve.
8. Commission the repaired gate valves.

B) GATE VALVE REPAIRS 900mm (3 off)

1. Remove and refit suitable pipe sections to gain access to the gate valves. The valves to be repaired will be pointed out after an inspection has been carried out. The pipes that need to be removed and refitted per gate valve are listed below:

For Gate Valve 27254-001

- 1.1. Cast Pipe 27252-001 (Mass 438.5kg)

For Gate Valve 27244-001

- 1.2. Expansion piece 2710-002.01 (Mass 1287.4kg)

- 1.3. Cast Pipe 27242-002 (Mass 2733.3kg)

- 1.4. Pipe 27241-003 (Mass 385.8kg)

For Gate Valve 27254-002

- 1.5. Pipe 27251-003 (Mass 1119.1kg)

2. Supply M30x110mm bolts and nuts (HT 8.8). Provisional quantity 100 off.
3. Supply packing/ neoprene gaskets with the following specifications: OD - Ø1115mm, ID – Ø900mm, thickness - 8mm, PCD 1050 (28 × Ø34). Care must be taken not damage the existing gaskets. Gaskets will only be replaced on confirmation from Dredging Services.
4. Strip and replace worn parts of the gate valves as indicated by Dredging Services. Dredging Services will supply the combi rings and backing rings.
5. Once the valve is stripped to replace the rings, an inspection will be carried out to ascertain if there is welding repairs to be carried out. Provisionally 8 hours per valve is allowed for.
6. Inspect the spades for damage, includes straightening and grinding of the knife-edges. Provisionally 8 hours for spades is allowed for.
7. Remove old gate valve and install new/ refurbished gate valve provided the casing of the old valve requires significant repairs and could affect undocking. Dredging Services to supply new/ refurbished gate valve.
8. Commission the repaired gate valves.

C) DRAGHEAD, SIDE TRAIL PIPE, SLIDING PIECE ARRANGEMENT & SUCTION TUBE INLET

1. Remove the trailing suction mouth arrangement (Draghead & Visor), Item 9 on the drawing 01278-0341-020. Approximate mass 11434.4kg, dredge pipe connection 28 off bolts & nuts (M36×120mm) and jetwater connection 16 off bolts & nuts. This must be done first so that the Repair Workshop can repair it.
2. Remove the visor (Item 401) from the draghead (101). Refer to drawing 50414259. Approximately 34 off bolts and nuts, 4 off shafts (Item 139), 2 off locking plates (Item 138), 2 off pins with locking plates (Item 140), 2 off rings (Item 145), 2 off split pins (Item 146), 2 off shafts (Item 102) and 2 off covers/locking plates (Item 103).
3. Inspect draghead/visor bushes (Item 132 & 430, drawing 50414259).
4. Renew the visor seals (Item 104, drawing 50414259). Dredging Services will supply the seals.
5. Manufacture, supply and fit new locking plates, pins and bushes as per drawing 50414259:

- 5.1. Locking plate, Item 138 – L=100mm, W=30mm, t=8mm, material: S235JR
- 5.2. Shaft, Item 139 – D=50mm, L=120mm, material: C45
- 5.3. Ring, Item 145 – OD=85mm, ID=51mm, t=8mm, material: S235JR
- 5.4. Split pin, Item 146 – OD=10mm, 80mm, DIN94, Elec. Galv., material: Steel
- 5.5. Shaft, Item 102 – D=150mm, L=218mm, Material: 42CrMo4+QT
- 5.6. Cover, Item 103 – D=203mm, material: S235JR
- 5.7. Bush, Item 132 – OD=183mm, ID=152mm, L=59mm, material: X120Mn12
- 5.8. Bush, Item 430 – OD=183mm, ID=152mm, L=89mm, material: X120Mn12
6. Remove the lower pipe arrangement (28 off M36×120mm bolts & nuts per flange connection. Fit new bolts and nuts if required), Item 9 (4691kg), on the drawing T50064166. The pipe needs to be split at the arm piece arrangement (Item 5). Remove the associated jetwater pipeline (16 off bolts & nuts per flange connection. Fit new bolts and nuts if required). Remove the Suction Hoses (Item 4) and renew if required, care must be taken not to damage it. Dredging Services to supply new suction hoses.
7. Remove the upper pipe arrangement (28 off M36×120mm bolts & nuts per flange connection. Fit new bolts and nuts if required.), Item 6 (4685kg), on the drawing T50064166. The pipe needs to be split at the arm piece arrangement (Item 5). Remove the associated jetwater pipeline (16 off bolts & nuts per flange connection. Fit new bolts and nuts if required). Remove the Suction Hoses (Item 4) and renew if required, care must be taken not to damage it. Dredging Services to supply new suction hoses.
8. Remove the Suction Bend, Item 3 (4277kg), on drawing T50064166 and associated jetwater pipeline.
9. Inspect the suction bend, futtock and bush. Measure the clearances.
10. Manufacture, supply and install new bush for suction bend. D=142mm, d=112mm, L=49mm, quantity: 2 off, material: 17MnV6.
11. The Suction Bend must be built up & machined to size. Repairs will be carried out as per the Labour Schedule.
12. Inspect the bushes, shafts (Item 13, 6 off) and locking plates (Item 14, 10 off) on the arm piece arrangement (Item 5) on drawing T50064166.
13. Manufacture, supply and install the following items for the arm piece:
 - 13.1. Shaft, Item 13 – D=110mm, L=223mm, Material: C35
 - 13.2. Locking plate, Item 14 – L= 270mm, b 25mm, Material: S275J2
14. The sliding piece arrangement (drawing 50409736) is to be stripped & the pins & bushes to be checked for wear. Renew pins & bushes if required.
15. Contractor to manufacture and supply new pins and bushes as listed below:
 - 15.1. Pin, Item 143 – D=22mm, L=125mm, Material: S275JR
 - 15.2. Bush, Item 159 – D=22mm, d=18mm, L=19mm, Material: S235G2T
16. Inspect and repair wedge guides on sliding piece arrangement.
17. Inspect wear down on wire sheave (on sliding piece arrangement) and associated supports and locking plates.
18. Replace the turning gland with new one if required. Dredging Services to supply.
19. Refit the Sliding Piece arrangement, suction bend, Side Trail Pipe sections and rotate the pipe through 180 degrees. Modify jet water pipe supports and cable trunking to suit the rotation of the pipe. To be confirmed by Dredging Services.
20. Refit the repaired draghead and visors. Dredging Services to supply.
21. Crack test all the flange welding of the Side Trail Pipe. To be re-welded if required. Repairs will be carried out as per the Labour Schedule.
22. Supply and renew the following bolts and nuts on the side trail pipe:
 - 22.1. M30 × 150mm Hex Head Bolts & nuts, 8.8; DIN931; Black. Provisional quantity 28 off.
 - 22.2. M30 × 130mm Hex Head Bolts & nuts, 8.8; DIN931; Black. Provisional quantity 40 off.
 - 22.3. M36 × 110mm Hex Head Bolts & nuts, 8.8; DIN931; Black. Provisional quantity 50 off.
 - 22.4. M36 × 120mm Hex Head Bolts & nuts, 8.8; DIN931; Black. Provisional quantity 28 off.

23. Repair Cardan ring arrangement (Item 7 on Drawing T50064166). Strip and remove cardan ring arrangement if required. Inspect bushes and pins for wear. Remove and renew bushes & pins if required. Refit upon repair. Provisionally 24 hours is allowed for repaired.
24. Renew the fender rubber.
25. The Suction Bend must be lowered on the wedges to check the sealing. The wedges must be built up as required. Repairs will be carried out as per the Labour Schedule.
26. Check the alignment of the sliding piece with the guides and elbow.
27. The following items are to be inspected on the suction inlet and their clearances are to be measured (refer to drawing 01278-1419-100):
 - 27.1. Item 001 - Outer tube
 - 27.2. Item 002 – Retaining ring
 - 27.3. Item 003 – Liner
 - 27.4. Item 004 – Sealing ring
 - 27.5. Item 005 – Wedge type III
 - 27.6. Item 006 – Wedge type II
 - 27.7. Item 007 – Jetwater hull connection
 - 27.8. Item 008 – Wedge pieces, quantity: 2 off
 - 27.9. Hull connection ring for suction inlet Ø900mm, drawing 01278-1419-140
28. Mechanically de-rust damaged areas of the side trail pipe. Approximately 12m² (10%).
29. Touch up the side trail pipe with one (1) coat of primer. Approximately 12m².
30. Touch up the side trail pipe with one (1) coat of intermediate. Approximately 12m².
31. Touch up the side trail pipe with one (1) coat of topcoat. Approximately 12m².

D) TRUNNION, INTERMEDIATE AND DRAGHEAD GANTRY REPAIRS

1. Draghead Gantry (Refer to drawing T50067252):
 - 1.1. Remove the A-Frame, Item 1 (mass=5727kg). Inspect for damage and refit upon completion of repairs.
 - 1.2. Remove, clean, inspect and crack test 4 off wire sheaves, Item 6 (D=900mm, D=44mm, Mass=1030.8kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.
 - 1.3. Manufacture, supply and fit new pins and bushes:
 - 1.3.1. Shaft, Item 11 (2 off) – D=170mm, L=325mm, Material: C35
 - 1.3.2. Shaft, Item 15 (1 off) – D=120mm, L=290mm, Material: 42CrMo4+QT
 - 1.3.3. Shaft, Item 18 (1 off) – D=130mm, L=669mm, Material: S355J2
 - 1.3.4. Bearing bush, Item 2 on drawing T50070009 (1 off) – OD=190mm, ID=170mm, L=190mm, Material: CuSn11Pb2-C
 - 1.3.5. Locking plate, Item 29 (4 off) – L=190mm, W=50mm, Th=15mm, Material: S355J2
 - 1.4. Inspect the deck support covers, pins & bushes for wear.
 - 1.5. Manufacture, supply and fit new pins and bushes (refer to drawing T50067252):
 - 1.5.1. Locking plate, Item 30 (4 off) – L=190mm, W=50mm, Th= 12mm, D=21mm, Material: S355J2
 - 1.5.2. Bush, Item 25 (1 off) OD= 43mm; ID= 33mm, L=50mm, Material: Akulon
 - 1.5.3. Bush, Item 57 (1 off) OD= 30mm; ID= 16.5mm, L=20mm, Material: Akulon
 - 1.5.4. Bearing Bush, Item 16 on drawing T50067252 (2 off) – OD=375mm, ID=335mm, L=126mm Material: CuSn11Pb2-C
 - 1.5.5. Bearing bush, Item 19 on drawing T50067252 (2 off) – OD=150mm, ID=130mm, L=110mm, Material: CuSn11Pb2-C
 - 1.5.6. Cover, Item 17 (2 off) – OD=419mm, Th=40mm, Material: S355J2

- 1.6. All the grease lines (8 off) and grease points (8 off) to be checked out, repaired, purged and greased.
 - 1.7. Supply, renew and fit new grease nipples if required, Item 65 (14 off) G1/4", D head=22mm, Right, DIN3404-A, Material: X5CrNiMo17-12-2
 - 1.8. Supply, renew and fit the following bolts and nuts on the Intermediate gantry:
 - 1.8.1. M24 × 70mm Hex Head bolts & nuts; 8.8; DIN933; Elec Galv. Provisional quantity 16 off
 - 1.8.2. M16 × 140mm Hex Head bolts & nuts; 8.8; DIN931; Elec Galv. Provisional quantity 5 off
 - 1.8.3. M20 × 50mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv. Provisional quantity 4 off
 - 1.8.4. M20 × 40mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv. Provisional quantity 6 off
 - 1.8.5. M20 × 45mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv. Provisional quantity 8 off
 - 1.8.6. M30 × 300mm Hex Head Bolts & nuts, 8.8; DIN931; Elec Galv. Provisional quantity 7 off
 - 1.8.7. M24 x 40mm Bolts Lubricant, for G1/4" Grease nipple; A4-50. Provisional quantity 8 off
 - 1.8.8. Washer, OD=44mm, ID=25mm, Th=4mm, DIN6916; Elec Galv. Provisional quantity 32 off
 - 1.8.9. Washer, OD=56mm, ID=31mm, Th=4mm, DIN6916; Elec Galv. Provisional quantity 14 off
 - 1.9. Replace any missing brackets on grease lines and safety pawl airline.
 - 1.10. Inspect all wire rope guards and repair if required.
2. Intermediate Gantry (Refer to drawing T50066451):
- 2.1. Remove the A-Frame, Item 1 (mass= 4241kg). Inspect for damage and refit upon completion of repairs.
 - 2.2. Remove, clean, inspect and crack test 3 off wire sheaves, Item 4 (D=800mm, D=40mm, Mass=556,5kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.
 - 2.3. Manufacture, supply and fit new pins and bushes:
 - 2.3.1. Shaft, Item 7 (2 off) – D=160mm, L=290mm, Material: C35
 - 2.3.2. Bearing bush, Item 2 on drawing T50070009 (1 off) – OD=±180mm, ID=160mm, L=170mm, Material: CuSn11Pb2-C
 - 2.3.3. Locking plate, Item 19 (6 off) – L=190mm, W=50mm, Th=12mm, Material: S355J2
 - 2.4. Inspect the deck support covers, pins & bushes for wear.
 - 2.5. Manufacture, supply and fit new pins and bushes (refer to drawing T50066451):
 - 2.5.1. Shaft, Item 9 (1 off) – D=120mm, L=595mm, Material: C35
 - 2.5.2. Shaft, Item 10 (2 off) – D=110mm, L=245mm, Material: St.52-3
 - 2.5.3. Locking plate, Item 119 (1 off) – L=100mm, W=30mm, Th= 8mm, Material: S235J2
 - 2.5.4. Locking plate, Item 12 (1 off) – L=160mm, h=20mm, Material: S235J2
 - 2.5.5. Locking plate, Item 13 (2 off) – L=190mm, W=50mm, Th=12mm, Material: S355J2
 - 2.5.6. Locking plate, Item 16 (1 off) – OD=220mm, ID=170mm, h=12mm, Material: S275J2
 - 2.5.7. Bush, Item 40 (1 off) OD= 43mm; ID= 33mm, L=50mm Material: Akulon
 - 2.5.8. Bush, Item 57 (1 off) OD= 30mm; ID= 16.5mm, L=20mm Material: Akulon
 - 2.5.9. Bearing Bush, Item 12 on drawing T50066451 (1 off) – OD=325mm, ID=295mm, L=106mm Material: CuSn11Pb2-C
 - 2.5.10. Bearing bush, Item 15 on drawing T50066451 (1 off) – OD=145mm, ID=120mm, L=120mm, Material: CuSn11Pb2-C
 - 2.5.11. Cover, Item 8 (2 off) – OD=368mm, Th=60mm*, Material: St. 52-3
 - 2.6. All the grease lines (8 off) and grease points (8 off) to be checked out, repaired, purged and greased.
 - 2.7. Supply, renew and fit new grease nipples if required, Item 112 (13 off) G1/4", D head=22mm, Right, DIN3404-A, Material: X5CrNiMo17-12-2
 - 2.8. Supply, renew and fit the following bolts and nuts on the Intermediate gantry:
 - 2.8.1. M16 × 140mm Hex Head bolts & nuts; 8.8; DIN931; Elec Galv. Provisional quantity 4 off
 - 2.8.2. M16 × 180mm Hex Head bolts & nuts; 8.8; DIN931; Elec Galv. Provisional quantity 4 off

- 2.8.3. M20 × 60mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv. Provisional quantity 16 off
 - 2.8.4. M20 × 40mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv. Provisional quantity 12 off
 - 2.8.5. M30 × 130mm Hex Head Bolts & nuts, 8.8; DIN931; Elec Galv. Provisional quantity 8 off
 - 2.8.6. M24 x 40mm Bolts Lubricant, for G1/4" Grease nipple; A4-50. Provisional quantity 7 off
 - 2.8.7. Washer, OD=37mm, ID=21mm, Th=4mm, DIN6916; Elec Galv. Provisional quantity 32 off
 - 2.9. Replace any missing brackets on grease lines and safety pawl airline.
 - 2.10. Inspect all wire rope guards and repair if required.
3. Trunnion Gantry (Refer to drawing T50065970):
- 3.1. Remove the A-Frame, Item 3 (mass= 2273kg). Inspect for damage and refit upon completion of repairs.
 - 3.2. Inspect the deck support covers, pins & bushes for wear.
 - 3.3. Manufacture, supply and fit new pins and bushes (refer to drawing T50065970):
 - 3.3.1. Shaft, Item 15 (1 off) – D=120mm, L=225mm, Material: S355J2
 - 3.3.2. Shaft, Item 17 (2 off) – D=110mm, L=240mm, Material: 42CrMo4+QT
 - 3.3.3. Locking plate, Item 119 (1 off) – L=100mm, W=30mm, Th= 8mm, Material: S235J2
 - 3.3.4. Locking plate, Item 12 (1 off) – L=160mm, h=20mm, Material: S235J2
 - 3.3.5. Locking plate, Item 13 (2 off) – L=190mm, W=50mm, Th=12mm, Material: S355J2
 - 3.3.6. Locking plate, Item 16 (1 off) – OD=220mm, ID=170mm, h=12mm, Material: S275J2
 - 3.3.7. Bush, Item 10 (2 off) OD= 40/30mm; ID= 20.5mm, L=23mm Material: Akulon
 - 3.3.8. Bush, Item 57 (1 off) OD= 30mm; ID= 16.5mm, L=20mm Material: Akulon
 - 3.3.9. Bearing Bush, Item 9 on drawing T50065970 (1 off) – OD=140mm, ID=120mm, L=80mm Material: CuSn11Pb2-C
 - 3.3.10. Bearing bush, Item 7 on drawing T50065970 (3 off) – OD=215mm, ID=195mm, L=124mm, Material: CuSn11Pb2-C
 - 3.3.11. Cover, Item 29 (6 off) – OD=230mm, Th=20mm, Material: S355J2
 - 3.4. All the grease lines (15 off) and grease points (6 off) to be checked out, repaired, purged and greased.
 - 3.5. Supply, renew and fit new grease nipples if required, Item 122 (22 off) G1/4", D head=22mm, Right, DIN3404-A, Material: X5CrNiMo17-12-2
 - 3.6. Supply, renew and fit the following bolts and nuts on the trunnion gantry:
 - 3.6.1. M12 × 40mm Hex Head Tap bolts & nuts; 70; A4-70. Provisional quantity 4 off.
 - 3.6.2. M16 × 30mm Hex Head Tap bolts & nuts; 70; A4-70. Provisional quantity 3 off
 - 3.6.3. M20 × 40mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv. Provisional quantity 4 off
 - 3.6.4. M20 × 50mm Hex Head Tap bolts & nuts, 8.8; DIN933; Elec Galv. Provisional quantity 24 off
 - 3.6.5. M20 × 130mm Hex Head Bolts & nuts, 8.8; DIN931; Elec Galv. Provisional quantity 24 off
 - 3.6.6. Washer, OD=37mm, ID=21mm, Th=4mm, DIN6916; Elec Galv. Provisional quantity 77 off
 - 3.7. Replace any missing brackets on grease lines and safety pawl airline.
 - 3.8. Inspect all wire rope guards and repair if required.
4. Paint the gantry sheaves.
- 4.1. Apply one (1) full coat of primer
 - 4.2. Apply one (1) full topcoat
5. Repair/renew forward draghead and intermediate fixed gantry supports.
6. Crack test deck around fixed part of draghead and intermediate gantry.
7. Repair/renew draghead and intermediate saddle.
8. Weld up all worn welds.

E) DREDGE PUMP INSPECTION/SERVICE/REPAIRS (AS PER MANUAL)

1. Remove the expansion piece and inspect for signs of damage or corrosion.
2. Remove the suction cover and suction nozzle liner and inspect for wear, damage and corrosion. Install new suction nozzle and suction cover if required. New suction cover and suction nozzle will be supplied by Dredging Services.
3. Examine the gap between the impeller and the wearing plates.
4. Remove and inspect the suction side wearing plates and replace if required.
5. Inspect shaft cover.
6. Remove and inspect the impeller.
7. Remove and inspect the shaft side wear plate.
8. Remove and inspect the throttle plate
9. Inspect the shaft end and liquidyne seal.
10. Replace the liquidyne seal if required. Dredging services to supply new seal.
11. Remove and inspect the water chamber
12. Inspect the lip seal rings.
13. Inspect the pump casing for wear.
14. Remove and replace pump casing if required. Dredging Services to supply new casing.
15. Supply and renew the following O-rings (O-rings to be cut and joined to the required lengths):
 - 15.1. Thickness=13mm, L=16000mm
 - 15.2. Thickness=8mm, L=4000mm
16. Supply and renew dowty rings:
 - 16.1. Item 133: ID=23.45mm, OD=31.8mm, thickness=2.5mm (18 off)
 - 16.2. Item157: ID=33.85mm, OD=42.8mm, thickness=3.25mm (7 off)
17. Refit all the parts that have been removed.
18. Test and commission the pump.

F) REPLACE/SERVICE JET WATER PUMP (2 off)

1. Remove top covers and do an inspection of the pump condition. If the pump requires significant repair as witnessed by CMEO & project manager, proceed with below steps.
2. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
3. Rig pump out of the vessel.
4. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
5. Replace worn parts. Quote hourly rate. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
6. Rig in repaired/new pump in position. New pump shall be supplied by DS.
7. Re-connect pump to motor.
8. Re-install pump.
9. Laser align pump.
10. Test and commission pump.

G) REPLACE/SERVICE GLAND WATER PUMP (2 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.
8. Laser align pump.

9. Test and commission pump.

H) REPLACE PREHEAT WATER PUMP (2 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

I) REPLACE FLUSHING PUMP (1 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

J) REPLACE GENERAL SERVICE PUMP (2 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

K) REPLACE SEWAGE/VACUUM PUMP (2 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position.
6. Re-connect pump to motor. New pump shall be supplied by DS.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

L) ADDITIONAL WORK

1. Repair Male and Female Part of the Bow Coupling (Including Diabolic /Bow Roller)
2. Replace Bow Coupling Seal (1 off). Dredging Services to supply the seal.
3. Replace overflow cylinder Seal (1 off). Dredging Services to supply the seal.

M) Unforeseen work

1. The following facilities and labour should be supplied to complete unforeseen work:
 - 1.1. Machine shop
 - 1.2. Skilled supervisor
 - 1.3. Skilled labour
 - 1.4. Semi-skilled labour
 - 1.5. Unskilled labour

ISANDLWANA:

A) GATE VALVE REPAIRS 800mm (8 off)

1. Remove and refit suitable pipe sections to gain access to the gate valves. The valves to be repaired will be pointed out after an inspection has been carried out. The pipes that need to be removed and refitted per gate valve are listed below:

For Gate Valve 2730-01 (ALMO Valve)

- 1.1. Pipe 2730-15 (Mass 573kg)

For Gate Valve 2730-42 & Gate Valve 2730-43

- 1.2. Pipe 2730-22 (Mass 303kg)
- 1.3. Cast Pipe 2730-40 (Mass ±2250kg)
- 1.4. Pipe 2730-47 (Mass 288kg)
- 1.5. Pipe 2730-41 (Mass 288kg)

For Gate Valve 2730-02

- 1.6. Cast Pipe 2730-26 (Mass ±2100kg)
- 1.7. Pipe 2730-30 (Mass 573kg)

For Gate Valve 2731-01 & 2730-03

- 1.8. Cast Pipe 2730-35 (Mass ±2100kg)
- 1.9. Pipe 2730-39 (Mass 573kg)

For Gate Valve 2731-02 & Gate Valve 2731-03

- 1.10. Cast Pipe 2731-21 (Mass ±2100kg)
- 1.11. Cast Pipe 2731-22 (Mass ±1040kg)
- 1.12. Pipe 2731-23 (Mass 573kg)

2. Supply M30x110mm bolts and nuts. Provisional quantity 100 off.
3. Supply packing/ neoprene gaskets with the following specifications: OD - Ø1015mm, ID - Ø800mm, thickness -8mm, PCD 950 (24 × Ø34). Care must be taken not damage the existing gaskets. Gaskets will only be replaced on confirmation from Dredging Services.
4. Strip and replace worn parts of the gate valves as indicated by Dredging Services. Dredging Services will supply the combi rings and backing rings.
5. Once the valve is stripped to replace the rings, an inspection will be carried out to ascertain if there is welding repairs to be carried out. Provisionally 12 hours is allowed for welding repairs.
6. Inspect the spades for damage, includes straightening and grinding of the knife-edges. Provisionally 12 hours is allowed for repairs.
7. Remove old gate valve and install new/ refurbished gate valve provided the casing of the old valve requires significant repairs and could affect undocking. Dredging Services to supply new/ refurbished gate valve.
8. Commission the repaired gate valves.

B) GATE VALVE REPAIRS 900mm (3 off)

1. Remove and refit suitable pipe sections to gain access to the gate valves.
The valves to be repaired will be pointed out after an inspection has been carried out. The pipes that need to be removed and refitted per gate valve are listed below:

For Gate Valve 2725-01

- 1.1. Cast Pipe 2725-04 (Mass 388kg)

For Gate Valve 2725-02

- 1.2. Pipe 2725-06 (Mass 899kg)

For Gate Valve 2724-01

- 1.3. Expansion piece 2724-09 (Mass 1287.4kg)
- 1.4. Cast Pipe 2724-07 (Mass 3200kg)
- 1.5. Pipe 2724-06 (Mass 399kg)

2. Supply M30x110mm bolts and nuts. Provisional quantity 100 off.
3. Supply packing/ neoprene gaskets with the following specifications: OD - Ø1115mm, ID – Ø900mm, thickness -8mm, PCD 1050 (28 × Ø34). Care must be taken not damage the existing gaskets. Gaskets will only be replaced on confirmation from Dredging Services.
4. Strip and replace worn parts of the gate valves as indicated by Dredging Services. Dredging Services will supply the combi rings and backing rings.
5. Once the valve is stripped to replace the rings, an inspection will be carried out to ascertain if there is welding repairs to be carried out. Provisionally 6 hours is allowed for welding repairs.
6. Inspect the spades for damage, includes straightening and grinding of the knife-edges. Provisionally 6 hours is allowed for repairs.
7. Remove old gate valve and install new/ refurbished gate valve provided the casing of the old valve requires significant repairs and could affect undocking. Dredging Services to supply new/ refurbished gate valve.
8. Commission the repaired gate valves.

C) DRAGHEAD, SIDE TRAIL PIPE, SLIDING PIECE ARRANGEMENT & SUCTION TUBE INLET

Draghead & Visor:

1. Remove the trailing suction mouth arrangement (Draghead & Visor), Item 14 on the drawing 01256-0341-020. Approximate mass 11016kg, dredge pipe connection 28 off bolts & nuts (M36×120mm) and jetwater connection 16 off bolts & nuts. This must be done first so that the Repair Workshop can repair it. Fit new bolts and nuts if required.
2. Remove the visor (Item 401) from the draghead (101). Refer to drawing 50409200B. Approximately 34 off bolts and nuts, 2 off shafts (Item 139), 2 off locking plates (Item 138), 2 off shafts (Item 140), 2 off rings (Item 145), 2 off split pins (Item 146), 2 off shafts (Item 102) and 2 off covers/locking plates (Item 103). Fit new bolts and nuts if required.
3. Inspect draghead/visor bushes (drawing 50409200B), Item 132 (4 off) & Item 430 (2 off).
4. Inspect the seals (Item 104 & 108), strip for seal (Item 105 & 109) and stelstrip (Item 113).
5. Renew the seals (Item 104 & 108). Dredging Services will supply the seals.
6. Manufacture, supply and fit new locking plates, pins and bushes as per drawing 50409200B:
 - 6.1. Locking plate, Item 138 – L=100mm, W=30mm, t=8mm, material: S355J2G3 (2 off)
 - 6.2. Shaft, Item 139 – D=50mm, L=120mm, material: C45 (2 off)
 - 6.3. Ring, Item 145 – OD=85mm, ID=51mm, t=8mm, material: S355J2G3 (2 off)
 - 6.4. Split pin, Item 146 – OD=10mm, 80mm, DIN94, Elec. Galv., material: S355J2G3 (2 off)
 - 6.5. Shaft, Item 102 – D=150mm, L=218mm, Material: 42CrMo4+QT (1 off)
 - 6.6. Cover, Item 103 – D=203mm, material: S355J2G3 (2 off)
 - 6.7. Bush, Item 132 – OD=183mm, ID=152mm, L=59mm, material: 17MnV6 (2 off)
 - 6.8. Bush, Item 430 – OD=183mm, ID=152mm, L=89mm, material: 17MnV6 (1 off)

7. Refit the draghead and visors upon completion of repairs on side trail pipe.

Side trail pipe (Refer to drawing 50409771):

8. Remove the lower pipe arrangement (28 off M36×120mm bolts & nuts per flange connection. Fit new bolts and nuts if required.), Item 320 (5073kg). The pipe needs to be split at the arm piece arrangement (Item 200). Remove the associated jetwater pipeline (16 off bolts & nuts per flange connection. Fit new bolts and nuts if required.). Remove the Suction Hoses (Item 260) and renew if required, care must be taken not to damage it. Dredging Services to supply new suction hoses.
9. Remove the upper pipe arrangement (28 off M36×120mm bolts & nuts per flange connection. Fit new bolts and nuts if required.), Item 300 (4876kg). The pipe needs to be split at the arm piece arrangement (Item 200). Remove the associated jetwater pipeline (16 off bolts & nuts per flange connection. Fit new bolts and nuts if required.). Remove the Suction Hoses (Item 260) and renew if required, care must be taken not to damage it. Dredging Services to supply new suction hoses.
10. Remove the Suction Bend, Item 160 (4277kg) and associated jetwater pipeline.
11. Inspect the suction bend, futtock and bush. Measure the clearances.
12. Manufacture, supply and install new bush for suction bend. D=142mm, d=112mm, L=49mm, quantity: 4 off, material: 17MnV6.
13. The Suction Bend must be built up & machined to size. Repairs will be carried out as per the Labour Schedule.
14. Inspect the bushes, shafts (Item 801, 6 off) and locking plates (Item 804, 10 off) on the arm piece arrangement.
15. Manufacture, supply and install the following items for the arm piece:
 - 15.1. Shaft, Item 801 – D=110mm, L=223mm, Material: C35 (3 off)
 - 15.2. Locking plate, Item 804 – L= 270mm, b 25mm, Material: S275J2 (5 off)
 - 15.3. Bush, Item 802 (drawing 50409759) – D=132mm, d=112mm, L=92mm, material: 17MnV6 3 off)
 - 15.4. Bush, Item 802 (drawing 50409760) – D=142mm, d=112mm, L=49mm, material: 17MnV6 (2 off)
16. The sliding piece arrangement (drawing 50409736) is to be stripped & the pins & bushes to be checked for wear. Renew pins & bushes if required. Contractor to manufacture and supply new pins and bushes as listed below:
 - 16.1. Pin, Item 143 – D=22mm, L=125mm, Material: S275JR
 - 16.2. Bush, Item 159 – D=22mm, d=18mm, L=19mm, Material: S235G2T
17. Inspect and repair wedge guides on sliding piece arrangement.
18. Inspect wear down on wire sheave (on sliding piece arrangement) and associated supports and locking plates.
19. Replace the turning gland with new one if required. Dredging Services to supply.
20. Refit the Sliding Piece arrangement, suction bend, Side Trail Pipe sections and rotate the pipe through 180 degrees. Modify jet water pipe supports and cable trunking to suit the rotation of the pipe. To be confirmed by Dredging Services.
21. Crack test all the flange welding of the Side Trail Pipe. To be re-welded if required. Repairs will be carried out as per the Labour Schedule.
22. Supply and renew the following bolts and nuts on the side trail pipe:
 - 22.1. M30 × 150mm Hex Head Bolts & nuts, 8.8; DIN931; Black. Provisional quantity 28 off.
 - 22.2. M30 × 130mm Hex Head Bolts & nuts, 8.8; DIN931; Black. Provisional quantity 40 off.
 - 22.3. M36 × 110mm Hex Head Bolts & nuts, 8.8; DIN931; Black. Provisional quantity 50 off.
 - 22.4. M36 × 120mm Hex Head Bolts & nuts, 8.8; DIN931; Black. Provisional quantity 28 off.
23. Repair cardan ring arrangement (Item 230). Strip and remove cardan ring arrangement if required. Inspect bushes and pins for wear. Remove and renew bushes & pins if required. Refit upon repair.
24. Renew the fender rubber.

25. The Suction Bend must be lowered on the wedges to check the sealing. The wedges must be built up as required. Repairs will be carried out as per the Labour Schedule.
26. Check the alignment of the sliding piece with the guides and elbow.

Suction inlet (Hull)

27. The following items are to be inspected on the suction inlet and their clearances are to be measured (refer to drawing 01256-1418-100):
 - 27.1. Item 001 - Outer tube
 - 27.2. Item 002 – Retaining ring
 - 27.3. Item 003 – Liner
 - 27.4. Item 004 – Sealing ring
 - 27.5. Item 005 – Wedge type III
 - 27.6. Item 006 – Wedge type II
 - 27.7. Item 007 – Jetwater hull connection
 - 27.8. Item 008 – Wedge pieces, quantity: 2 off
 - 27.9. Hull connection ring for suction inlet Ø900mm, drawing 01256-1418-140

Painting

28. Mechanically de-rust damaged areas of the side trail pipe. Approximately 12m².
29. Touch up the side trail pipe with one (1) coat of primer. Approximately 12m².
30. Touch up the side trail pipe with one (1) coat of intermediate. Approximately 12m².
31. Touch up the side trail pipe with one (1) coat of topcoat. Approximately 12m².

D) TRUNNION, INTERMEDIATE AND DRAGHEAD GANTRY REPAIRS

1. Draghead Gantry (Refer to drawing T50002758):
 - 1.1. Remove the A-Frame, Item 2 (mass=5712kg). Inspect for damage and refit upon completion of repairs.
 - 1.2. Remove, clean, inspect and crack test 4 off wire sheaves, Item 7 (D=900mm, D=44mm, Mass=993,2kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.
 - 1.3. Manufacture, supply and fit new pins and bushes:
 - 1.3.1. Shaft, Item 44 (4 off) – D=170mm, L=325mm, Material: C35
 - 1.3.2. Shaft, Item 24 (1 off) – D=120mm, L=290mm, Material: 42CrMo4+QT
 - 1.3.3. Shaft, Item 16 (1 off) – D=130mm, L=669mm, Material: S355J2
 - 1.3.4. Bearing bush, Item 8 (4 off) – OD=190mm, ID=170mm, L=190mm, Material: CuSn11Pb2-C
 - 1.3.5. Locking plate, Item 25 (4 off) – L=190mm, W=50mm, Th=12mm, Material: S235JRC
 - 1.4. Inspect the deck support covers, pins & bushes for wear.
 - 1.5. All the grease lines (6 off) and grease points (6 off) to be checked out, repaired, purged and greased.
 - 1.6. Replace any missing brackets on grease lines and safety pawl airline.
 - 1.7. Inspect all wire rope guards and repair if required.
2. Intermediate Gantry (Refer to drawing T50002896):
 - 2.1. Remove the A-Frame, Item 2 (mass= 4222,1kg). Inspect for damage and refit upon completion of repairs.

- 2.2. Remove, clean, inspect and crack test 3 off wire sheaves, Item 4 (D=800mm, D=40mm, Mass=532,5kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.
 - 2.3. Manufacture, supply and fit new pins and bushes:
 - 2.3.1. Shaft, Item 19 (3 off) – D=160mm, L=290mm, Material: C35
 - 2.3.2. Bearing bush, Item 8 (3 off) – OD=180mm, ID=160mm, L=170mm, Material: CuSn11Pb2-C
 - 2.3.3. Locking plate, Item 14 (6 off) – L=190mm, W=50mm, Th=12mm, Material: S355J2
 - 2.4. Inspect the deck support covers, pins & bushes for wear.
 - 2.5. All the grease lines (6 off) and grease points (6 off) to be checked out, repaired, purged and greased.
 - 2.6. Replace any missing brackets on grease lines and safety pawl airline.
 - 2.7. Inspect all wire rope guards and repair if required.
3. Trunnion Gantry (Refer to drawing 50409912):
- 3.1. Remove the A-Frame, Item 2 (mass= 2239,4kg). Inspect for damage and refit upon completion of repairs.
 - 3.2. Inspect the deck support covers, pins & bushes for wear.
 - 3.3. All the grease lines (15 off) and grease points (6 off) to be checked out, repaired, purged and greased.
 - 3.4. Replace any missing brackets on grease lines and safety pawl airline.
 - 3.5. Inspect all wire rope guards and repair if required.
4. Paint the gantry sheaves.
- 4.1. Apply one (1) full coat of primer
 - 4.2. Apply one (1) full topcoat
5. Repair/renew forward draghead and intermediate fixed gantry supports.
6. Crack test deck around fixed part of draghead and intermediate gantry.
7. Repair/renew draghead and intermediate saddle.
8. Weld up all worn welds.

E) DREDGE PUMP INSPECTION/SERVICE/REPAIRS (Refer to dredge pump manual)

1. Remove the expansion piece and inspect for signs of damage or corrosion.
2. Remove the suction cover and suction nozzle liner and inspect for wear, damage and corrosion. Install new suction nozzle and suction cover if required. New suction cover and suction nozzle will be supplied by Dredging Services.
3. Examine the gap between the impeller and the wearing plates.
4. Remove and inspect the suction side wearing plates and replace if required.
5. Inspect shaft cover.
6. Remove and inspect the impeller.
7. Remove and inspect the shaft side wear plate.
8. Remove and inspect the throttle plate
9. Inspect the shaft end and liquidyne seal.
10. Replace the liquidyne seal if required. Dredging services to supply new seal.
11. Remove and inspect the water chamber
12. Inspect the lip seal rings.
13. Inspect the pump casing for wear.
14. Remove and replace pump casing if required. Dredging Services to supply new casing.

15. Supply and renew the following O-rings (O-rings to be cut and joined to the required lengths):
 - 15.1. Thickness=13mm, L=16000mm
 - 15.2. Thickness=8mm, L=4000mm
16. Supply and renew dowty rings:
 - 16.1. Item 133: ID=23.45mm, OD=31.8mm, thickness=2.5mm (18 off)
 - 16.2. Item157: ID=33.85mm, OD=42.8mm, thickness=3.25mm (7 off)
17. Refit all the parts that have been removed.
18. Test and commission the pump.

F) REPLACE/SERVICE JET WATER PUMP (2 OFF)

1. Remove top covers and do an inspection of the pump condition. If the pump requires significant repair as witnessed by CMEO & project manager, proceed with below steps.
2. Disconnect pump from the motor.
3. Rig pump out of the vessel.
4. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
5. Replace worn parts. Quote hourly rate. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
6. Rig in repaired/new pump in position. New pump shall be supplied by DS.
7. Re-connect pump to motor.
8. Re-install pump.
9. Laser align pump.
10. Test and commission pump.

G) REPLACE/SERVICE GLANDWATER PUMP (2 OFF)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position.
6. Re-connect pump to motor. New pump shall be supplied by DS.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

H) REPLACE PREHEAT WATER PUMP (2 off)

1. Disconnect pump from the motor.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position.
6. Re-connect pump to motor. New pump shall be supplied by DS.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

I) REPLACE FLUSHING PUMP (1 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

J) REPLACE GENERAL SERVICE PUMP (2 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position.
6. Re-connect pump to motor. New pump shall be supplied by DS.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

K) REPLACE SEWAGE/VACUUM PUMP (2 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position.
6. Re-connect pump to motor. New pump shall be supplied by DS.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

L) ADDITIONAL WORK

1. Repair Male and Female Part of the Bow Coupling (Including Diabolic /Bow Roller)
2. Replace Bow Coupling Seal (1 off). Dredging Services to supply the seal.
3. Replace overflow cylinder Seal (1 off). Dredging Services to supply the seal.

M) Unforeseen work

1. The following facilities and labour should be supplied to complete unforeseen work:
 - 1.1. Machine shop
 - 1.2. Skilled supervisor
 - 1.3. Skilled labour
 - 1.4. Semi-skilled labour
 - 1.5. Unskilled labour

ITALENI:

A) REPLACE JET WATER VALVES IN TECHNICAL AND VOID SPACES

1. Remove faulty valve(s), strip and inspect.
2. Replace worn parts.
3. Re-install serviced valve(s).
4. Install new valve(s). Spare valve(s) to be supplied by Dredging Services.
5. Test and commission valve(s).

ITALENI VOID SPACE JET WATER VALVES		
No	Valve Description	Quantity
1	114.3mm Diameter butterfly valve with HYDRAULIC actuator	12
2	139.7mm Diameter butterfly valve with HYDRAULIC actuator	1
3	219.1mm Diameter butterfly valve with HYDRAULIC actuator	2
4	323.9 mm Diameter butterfly valve	1
5	219.1 mm Diameter butterfly valve	1
6	152.4 mm Diameter butterfly valve	2
7	139.7mm Diameter non-return valve	1

NOTE: Isolation of energy sources to the valves is for the responsibility of the ship’s crew. That is disconnecting and connecting of electrics and hydraulics to the valves will be done by ship’s crew.

B) REPLACE/SERVICE JET WATER PUMP (2 off)

1. Remove top covers and do an inspection of the pump condition. If the pump requires significant repair as witnessed by CMEO & project manager, proceed with below steps.
2. Disconnect pump from the motor.
3. Rig pump out of the vessel.
4. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship’s crew.
5. Replace worn parts. Quote hourly rate. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
6. Rig in repaired/new pump in position. New pump shall be supplied by DS.
7. Re-connect pump to motor.
8. Re-install pump.
9. Laser align pump.
10. Test and commission pump.

C) REPLACE/SERVICE GLAND WATER PUMP (2 off)

1. Disconnect pump from the motor.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship’s crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.

8. Laser align pump.
9. Test and commission pump.

D) REPLACE/SERVICE SEWAGE PUMP (2 off)

10. Disconnect pump from the motor.
11. Rig pump out of the vessel.
12. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
13. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
14. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
15. Re-connect pump to motor.
16. Re-install pump.
17. Laser align pump.
18. Test and commission pump.

E) UNFORESEEN WORK

1. The following facilities and labour should be supplied to complete unforeseen work:
 - 1.1. Machine shop
 - 1.2. Skilled supervisor
 - 1.3. Skilled labour
 - 1.4. Semi-skilled labour
 - 1.5. Unskilled labour

MOHOMA PLOUGH:

A) REPLACE/SERVICE BILGE WATER PUMP (1 off)

1. Disconnect pump from the motor.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

B) REPLACE/SERVICE FRESH WATER PUMP (1 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

C) REPLACE/SERVICE GENERAL SERVICE PUMP (2 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

D) REPLACE/SERVICE SEWAGE PUMP (1 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

10.

E) REPLACE/SERVICE LUBE OIL/ DIRTY OIL DISCHARGE PUMP (2 off)

1. Disconnect pump from the motor. Blank off if required. Contractor to supply blanks.
2. Rig pump out of the vessel.
3. Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.
4. Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.
5. Rig in repaired/new pump in its original position. New pump shall be supplied by DS.
6. Re-connect pump to motor.
7. Re-install pump.
8. Laser align pump.
9. Test and commission pump.

F) UNFORESEEN WORK

1. The following facilities and labour should be supplied to complete unforeseen work:
 - 1.1. Machine shop
 - 1.2. Skilled supervisor
 - 1.3. Skilled labour
 - 1.4. Semi-skilled labour
 - 1.5. Unskilled labour

TECHNICAL SPECIFICATIONS

- 1. Welding**

The attention of the Contractor is directed to the requirements of the Machinery and Occupational Health and Safety Act, 1993, (Act 85 of 1993) in respect of welding, particularly electric welding in wet or damp, elevated or dangerous situations. These regulations must be strictly observed. Contractors shall accept as supplementary to, but not in conflict with these regulations, TNPA's general requirements that:

Welding operations in confined, damp, elevated or dangerous situations shall not be performed by means of alternating current. Furthermore, the equipment used must be of a type that gives direct current voltage not exceeding 70 volts on open circuit.

In addition, all welding must be done by coded welders and must conform to Bureau Veritas and South African Maritime Safety Authority requirements.
- 2. Compliance With Statutes and Safety Rules**

In addition to the requirements of Clause 10 of the General Conditions of Contract, contractors are required to comply with the requirements of SAMSA, Bureau Veritas, The Maritime Occupational Regulations 1994; IMO, Occupational Health and Safety Act (85 of 1993), Environment Conservation Act 73 of 1989.
- 3. Competent Workforce**

Suitably qualified people must do all work undertaken by the contractor. Proof of these qualifications must be available on request.
- 4. Partial Acceptance**

In order to ensure completion of the work in the specified time frame, TNPA reserves the right to allocate specific portions of the work to different tenderers, if the work progress is not satisfactory in the sole opinion of the Project Manager
- 5. Waste**

The contractor must remove all waste material created or brought by him in the process of completing the work. Unused spares/ items should be sent to the Dredging Services stores and items that have been discarded must be communicated with the project manager and storeman who will dispose the items at the designated facility.
- 6. Overtime Payment**

The duration of this contract makes allowance for 24 hour working (Including weekends and Public Holidays), where required. Hence, no additional payment for work undertaken outside of normal working hours will be made without the prior formal approval of the Project Manager.
- 7. Maintenance Period**

All goods supplied and fitted, as well as their installation shall be subjected to a twelve-month maintenance period.

The Contractor's attention is however drawn to the fact that this vessel could at any time during the maintenance period be working at any of the South African Ports. The Contractor will therefore be responsible for rectifying any defects discovered within the duration of this maintenance period at the Port at which the vessel is working at the time of discovery of the defect, at his own cost. However, provided

Transnet National Ports Authority

Tender Number: TNPA/2026/02/0076/1213/RFP

Description of Services: Provision of Services for Dredge Equipment Repairs for the Dredging Fleet in Durban on an as and when required basis for a period of Three (3) years

transportation and accommodation costs resultant from this maintenance work (provided that this work is done at a Port other than the Port of Durban) will be for Dredging Services' account.

- 8. Commissioning** Cold commissioning will take place during the course of the work. The Contractor is to be present during commissioning and for surveys (if required) and must be able to immediately rectify defects.
- 9. Site Diary** During layup a site diary will be kept on the craft and updated every day with relevant information such as weather, personnel on board, delays, disagreements, changes and the current status of the work in progress. The contractor's representative and a designated representative of TNPA will maintain the diary.
- 10. Additional Work** **No work, which shall result in a change in the contract price or the replacement of one job with another, is to be undertaken without a written variation order/ approval by the project manager.**
- 11. Ventilation** **Extractor fans must be utilised for any work undertaken in the buoyancy spaces, enclosed spaces and in any tanks as per SAMSA requirements.**
- 12. Queries** Any queries regarding any part of this tender may be directed to the Procurement office.
- 13. Compliance and Equivalence**
1. The material or spares supplied must comply and be compatible with the make and model of the Dredging Services fleet. Proof to this regard must be supplied and should the supplied items not be compatible or fit for purpose the contractor must account for all damages incurred in this regards and penalties will be charged for delays caused for operations.
 2. Where the required material thickness is non-standard, use of thicker standard material may be made.
 3. Materials used must be as described in the relevant drawings and spares catalogue, or equivalent.
 4. Specifications of equivalent materials must be included with the tender documents, and these materials may not be used without prior approval from the Project Manager.
- 14. Responsibility**
1. Notwithstanding any formal approval of drawings submitted to TNPA, the sole responsibility for the adequacy of the design, fabrication and installation, as well as accuracy of workmanship and quality of all materials, shall rest entirely with the Contractor who will be required to rectify any defects. (at his own costs)
- 15. Quality Assurance**
1. The Contractor shall not change any design or specification feature, which has any of the following impacts without formal approval of the Project Manager.

- (a) financial
- (b) interface
- (c) safety
- (d) Departure from customer requirements.

2. The sole responsibility for ensuring that all components supplied conform to the specifications shall rest with the Contractor.

17. Copyright

1. The Contractor hereby grants to TNPA a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978;

- (a) to copy any plan, diagram, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of TNPA, by the Contractor in connection with the Works,
- (b) to make free and unrestricted use thereof for its own purposes,
- (c) to provide copies thereof to consultants of TNPA to be used by them for the purpose of the consultancy and
- (d) to provide other parties with copies thereof for the purpose of tenders invited by it.

2. The Contractor, furthermore, if any plan, diagram, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of TNPA by any principal or subcontractor of the Contractor, is used in connection with the Works, shall cause such principal or subcontractor to grant to TNPA a similar non-exclusive license for the purpose set out herein.

3. The provisions of this clause shall not apply to documents made, in the case of equipment to be supplied, in connection with the manufacturing process of the equipment supplied but only to the equipment supplied itself.

4. No separate or extra payment shall be due by TNPA in respect of any non-exclusive license granted in terms of this clause.

Commercial Specification

- 1. Contract time span** 3-year contract.

- 2. Occupancy** Tenderers are to note that they will not have sole occupation of the craft, and that other contractors and ship's own personnel will be undertaking work simultaneously.

- 3. Contract Plan** The Tenderer with his first-hand knowledge of contracts of this nature, his own capabilities and the current activity in the engineering environment is to give a schedule for execution of the works, within the stipulated time. The response should be in the form of a bar chart (Gantt Chart), clearly indicating milestones for progress measurements and/or contract payments due and must cover the main activities and make provision for normal weather conditions, all public holidays, annual holidays, close down periods and periods affecting repairs to plant or overhaul of plant which would ordinarily occur within the scheduled time. These documents should also include full particulars on facilities required by the tenderer, to complete the works, within the stipulated time.

- 4. Craft Location** The work is to be undertaken at the Port of Durban, unless otherwise indicated by the project manager. If work is required to be completed at other Ports of South Africa, the tenderer may claim costs for travel and accommodation after supplying the required documents as proof.

- 5. Penalty** In the event of The service provider failing to complete the WORKS by the date stated, or by such extended date as may be allowed under Clauses 17 and 28 of the General Conditions of Contract, **he/she shall pay to TNPA Dredging Services for every day beyond such date, as a penalty at a percentage of 5% of the PO value per day up to a cumulative maximum of 30% of the contract value.** Any amount becoming payable to TNPA under this clause may be recovered in any of the ways described in Clause 34 of the General Conditions of Contract.

- 6. Contract Price Adjustment** Notwithstanding Clause 35 of the General Conditions of Contract, no price adjustment factor/s will be applied on this contract.

Preamble to Schedule of Quantities and Prices

1. Information

The Schedule of Quantities and Prices contains pages numbered consecutively. Before the Tenderer submits his tender he should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or the Schedule contains any obvious errors, he should apply to the Project Manager at once and have this rectified, as no liability whatsoever will be admitted by the Project Manager in respect of errors in the tender due to the Tenderer foregoing the above. All the amounts must be entered in the tendered rates and tendered amounts columns unless these columns have been greyed out.

2. Description

The Schedule forms a part of and must be read in conjunction with this Specification. Reference should be made to this Specification for the full meaning of descriptions of work to be done and materials and equipment to be used, unless otherwise described in the Schedule.

3. Rate Inclusions

The description of each item shall, unless otherwise stated in the Schedule, be held to include:

- Making,
- Conveying and delivering,
- Unloading,
- Storing,
- Unpacking,
- Hoisting,
- Setting,
- Fitting and fixing in position,
- Scaffolding and temporary lighting,
- Hot Work Permits,
- Cutting and waste,
- Patterns,
- Models and templates,
- Plant,
- Temporary works,
- Return of packings,
- Establishment charges,
- Profit and
- All other obligations arising out of the Conditions of Contract.

The description shall also be held to include any removal and refitting of equipment, piping, electrical cables, hydraulics, doors or insulating materials, and any opening and closing of hatches required for the work to be carried out.

Minor items such as installation materials are not shown separately in the Schedule, and the Tenderer shall include in the item prices for items such as brackets, fixing materials, etc. that are required for a complete installation in accordance with this Specification.

4. Significant Figures

1. All mass quantities have been rounded off to two decimal places.
2. Totals entered into the Schedule must also use two decimal places.

5. Rate Extensions The offered rates must be multiplied by the specified quantities, and the relevant total reflected. The Project Manager reserves the right to rectify arithmetic errors, and to adjust the total accordingly.

6. Alterations No alteration, erasure or addition is to be made in the text of the Schedule of Quantities and Prices. Should any alteration, erasure or addition be made, it will be overlooked, and the original wording of the Schedule adhered to.

7. Quantities The quantities as set out in the Schedule are estimated quantities derived from drawings and approximations and are therefore not to be taken as the actual and correct quantities. Measurement and valuation shall be performed in accordance with the Conditions of Contract at accepted work completion. In so doing, the final value of the work shall be ascertained.

Notwithstanding the fact that the lengths of cables and cable sleeves, as listed in the Schedule, have been measured from scaled drawings, the Contractor shall check such lengths on site before ordering of such material, as no additional payment for excess will be made. Any allowance for off-cuts shall be made in the unit rates. The final measurement shall be based on the nett route lengths of the cables and cable sleeves only. Under no circumstances will payment be made for wastage, i.e. for surplus cable left on drums. All measurements are nett, unless otherwise stated. Tenderers must therefore allow for all wastage in their rate.

8. Adjustments The offered Schedule will be checked, and the Project Manager reserves the right to call for adjustments to any individual price, and to rectify any discrepancy.

9. Amounts and Rates The amounts and rates to be inserted in the Schedule shall be the full inclusive amounts to the Tenderer for the work described under the various items.

Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes, liabilities and obligations set forth or implied in the documents on which this Tender is based.

An amount or rate shall be entered against each item in the, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the amounts or rates in the Schedule.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that he is entitled, under various circumstances, to payment for additional work carried out; and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates offered in the Schedule. Unless a separate rate for the supply and the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the rate.

10. Variations Variations in the scope and extent of the work shall be allowed to meet TNPA's requirements and shall be measured and costed at the rates entered in the Schedule, where appropriate, and shall form an addition to or deduction from the total of the Schedule. Any items or variation for which rates have not been

included in the Schedule shall be agreed and priced as non-scheduled items in accordance with the provisions of the contract.

The rules governing the extent and costing of the variation shall be those provided for in the form of the Conditions of Contract.

11. Manufacturer's instructions

In all cases, where the Contractor takes delivery of, handles, stores, uses, applies and/or fixes any proprietary product; he shall do so in strict accordance with the manufacturer's instructions.

12. Day-work

The quantities and rates included for day-work shall form part of the tender price, but Tenderers shall note that this item must be regarded as provisional and will only be payable to the contractor if and when a written order to this effect has been issued.

13. Provisional Sums

All provisional sums shall be expended as directed by the Project Manager, and any balance remaining shall be deducted from the amount of the contract sum.

All items described as "Provisional" shall be measured as executed and paid for according to prices in the Schedule and any unexpected amounts shall be deducted from the amount of the contract sum. No work for which "Provisional" items are provided shall be commenced without written instruction from the Project Manager.

C3: Scope of Work: Service Information

Definitions:

In this Scope of Work: -

- 1) **"Access-delayed time"** means the time taken from arrival on the *Site / Affected Property* by the *Contractor*, his sub-contractor or specialist-contractor and requesting access to the *Site / Affected Property* from the *Employer* or his Tenant until the time access is given.
- 2) **"Ad hoc works"** also known as **"minor new works"** means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing or replacement listed in this contract.
- 3) **"Affected property"** shall mean premises / sites or any other building / structure / premises within the geographical area applicable to this Contract.
- 4) **"Break-down"** means a specific type of failure, where an item of an installation or equipment is completely unable to function.
- 5) **"Call-out"** means an installation or related failure, requiring the Contractor to visit the Site / Affected Property outside of the scheduled maintenance period.
- 6) **"Chargeable items"** mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.
- 7) **"Contractor"** means the successful tenderer that has been awarded the Service for the period stipulated
- 8) **"Documentation"** means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.
- 9) **"Down-time"** the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.
- 10) **"Drawings / diagrams"** means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.
- 11) **"Installation"** means the geographical areas Buildings referred in this contract including the installation, water treatment, building management system (BMS) and all related equipment on / in the Site / Affected Property.

- 12) **"Licences"** means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).
- 13) **"Non-inclusive contract"** will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of work below, the cost and quantity of spares and material is uncertain and therefore excluded.
- 14) **"Normal working hours"** means office hours, from 07h30 to 17h00 Monday to Friday excluding Public Holidays in South Africa.
- 15) **"Person"** includes, a natural person, a partnership, a business trust, a foundation, any company, or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.
- 16) **"Property"** means any movable, immovable, or intellectual property or any right to such property.
- 17) **"Repair"** means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.
- 18) **"Scope of work"** will bear the same meaning as Service Information.
- 19) **"Sensitive security area"** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.
- 20) **"Services"** means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.
- 21) **"Service manager"** – means the building- / centre- / lodge- / hostel manager or representative of the Employer responsible for the management of a specific Site / Affected Property.
- 22) **"Site"** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.
- 23) **"Specifications"** the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.
- 24) **"Supervision"** means a competent person appointed by the Contractor to be on-site and responsible for the management of the Contractor's staff and Service provided in terms of this Scope of Work.
- 25) **"Technical information"** means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification, and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor's Services.

- 26) **"Tenant"** means any Person (including Bu's of Transnet other than Transnet Property) with his staff, client's, and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.
- 27) **"Transnet property"** means – a specialist unit of Transnet (Soc) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto.
- 28) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions.
- 29) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to "the Scope of Work" shall be deemed to include a reference to all such schedules and/or annexures.

1. **Employer's objectives**

- 1.1. The *Employer's* objective is to enter into a term service contract with the *Contractor* to provide general building maintenance as well as general civil maintenance for Transnet Property infrastructure in the **Free State Province for a period of 24 months** to ensure compliance with legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

2. **Executive overview**

- 2.1. The Employer is desirous that its Employees, Tenants and Others should receive the Services to ensure that the *Site / Affected Property* will comply with all related standards through the conclusion of this Term Service Contract with the Contractor.
- 2.2. The services will be provided **as and when required** and as per the frequency indicated in the Affected Property/Sites in this document for the duration of the Contract. The extent of the work required for General Electrical Maintenance (**GEM**) includes but not limited to the following:
- 2.2.1. Maintenance on electrical High Voltage Network (1k – 33kv) including Substations and miniature substations
 - 2.2.2. Maintenance on electrical Low-voltage network (220 – 400kv) (LT panels in the substations and kiosks)
 - 2.2.3. Be able to issue certificate of compliance (COC) as and when required.
 - 2.2.4. Be able to test substation earthing and cable pressure testing and issue Certificate
 - 2.2.5. Trace, locate and repair underground Electrical Cable Faults (Low and High Voltage)
 - 2.2.6. Fault find electrical building wiring and repair or replace
 - 2.2.7. Replace electrical building installations (light fittings & Tubes/globes, plugs, wiring /Cables)
 - 2.2.8. Distribution board rewiring and or replacement including circuit breakers
 - 2.2.9. Standby Generator maintenance and repairs including change over control.
 - 2.2.10. Test and repair UPS's and or replace batteries
 - 2.2.11. Repair and replace motors and pumps on as an when required basis. (Submissive and self-prime pumps)
 - 2.2.12. Repair and maintenance on high-mast lights fittings and tubes.

CODES OF PRACTICE

- SANS 10313: Code of Practice for Protection of Buildings against Lightning.
- SANS 10086-1: The Installation and Maintenance of Electrical Equipment used in Explosive Atmospheres.
- SANS 10108: The Classification of Hazardous Locations and the Selection of Electrical Apparatus for use in such Locations.
- SANS 10114-1: Interior lighting Part 1: Artificial lighting of interiors
- SANS 10313 Protection against lightning - Physical damage to structures and life hazard
- SANS 10142-1: The Wiring of Premises Part 1: Low-voltage installations

SPECIFICATIONS

- SANS 121: Hot-dip (galvanized) zinc coatings (other than on continuously zinc coated sheet and wire)
- SANS 156: Moulded-case circuit-breakers
- SANS 160: Electric Room Heaters.
- SANS 164-1: Plug and socket-outlet systems for household and similar purposes for use in South Africa Part 1: Conventional system, 16 A 250 V a.c.
- SANS 172: Low-voltage fuses
- SANS 181: Thermostats for electric storage water heaters
- SANS 475: Interior luminaires for fluorescent lamps
- SANS 767-1: Earth leakage protection units Part 1: Fixed earth leakage protection circuit breakers
- SANS 950: Unplasticized polyvinyl chloride rigid conduit and fittings for use in electrical installations
- SANS 1041: Tubular fluorescent lamps for general service
- SANS 1065: Screwed metal conduit and fittings for electrical wiring
- SANS 1085: Wall outlet boxes for the enclosure of electrical accessories
- SANS 1091: National colour standards for paint
- SANS 1274: Coatings applied by the powder-coating process
- SANS 1473-2: Metal-enclosed busbar trunking systems
- SANS 1574 Polyvinyl chloride (PVC)-insulated electric cables and flexible cords
- SANS 1663: Wall and appliance switches.
- SANS 1973: Low-voltage switchgear and control gear assemblies
- SANS 10064: The preparation of steel surfaces for coating
- SANS 60947-3: Low-voltage air-break switches, air-break disconnectors, air-break switch disconnectors, and fuse-combination units
- SANS 60947-4: Low-voltage switchgear and control gear Part 4- : Contactors and motor starters
- SANS 60079-1: Flameproof enclosures for electrical apparatus Part 1: International requirements
- SANS 61558-2-4: Isolating transformers and safety isolating transformers

2.3. The services will be provided **as and when required** and as per the frequency indicated in the Affected Property/Sites in this document for the duration of the Contract. The extent of the work required for General Civil Maintenance (**GCM**) includes but not limited to the following:

- 2.3.1. Maintenance to water networks
- 2.3.2. Maintenance to sewer networks
- 2.3.3. Maintenance to storm water networks

- 2.3.4. Tracing of underground services and providing drawings
- 2.3.5. Excavation
- 2.3.6. Road kerbs
- 2.3.7. Desludging of septic tanks
- 2.3.8. Refilling of JoJo tanks and water supply of 5 liter bottled water
- 2.3.9. Maintenance to Transnet driveways, parking, and access roads
- 2.3.10. Fixing of burst pipes
- 2.3.11. Road marking, parking areas and all paved surfaces
- 2.3.12. Unblocking sewer drains
- 2.3.13. Unblocking of storm water drains
- 2.3.14. Any other services arising out of or incidental to the above or required of the Service Provider for the proper completion of the service in accordance with the true meaning and intent of the contract.

2.4. The extent of the work required for general building maintenance (**GBM**) includes but not limited to the following:

- 2.4.1. Ablutions, toilets, basins, showers, urinals, hydroboil installation and kitchen sinks
- 2.4.2. Kitchen refurbishment, and cupboards
- 2.4.3. Maintenance to Transnet buildings
- 2.4.4. Tilling
- 2.4.5. Blinds installation
- 2.4.6. Painting
- 2.4.7. Ceilings
- 2.4.8. Plumbing works
- 2.4.9. Roofs leaks maintenance and roof sheets replacement, roof trusses, gutters, and downpipes
- 2.4.10. Superstructure, Doors, door handles, windows, dry wall partitions and brick walls
- 2.4.11. Refilling of JoJo tanks and water supply of 5 litre bottled water
- 2.4.12. Unblocking sewer drainage
- 2.4.13. Unblocking of storm water drains
- 2.4.14. Minor electrical work inside building
- 2.4.15. Any other services arising out of or incidental to the above or required of the *Contractor* for the proper completion of the service in accordance with the true meaning and intent of the contract.

3. Description of the services

3.1. This service covers the provision of general building maintenance (GBM), as well as general civil maintenance (GCM) civil, road, sewer and water network maintenance, desludging of septic tanks, refilling of water tanks and supply of bottled water on an as and when required for the Gauteng Province on a 24-month contract or required of the Contractor for the proper completion of the Service in accordance to the true meaning and intent of this Contract on a daily basis. The final acceptance of the Service lies with Transnet Property.

Concrete shall have minimum 15 Mpa compressive strength unless, otherwise specified.
Movement joints shall be included and cut straight and neat.

3.2. The *Contractor* shall be responsible but not limited to the following:

- 3.2.1. General Building Maintenance (GBM)

- 3.2.2. General Civil Maintenance (GCM)
- 3.2.3. Desludging of septic tanks
- 3.2.4. Refilling of water tanks and water supply of 5 litre bottled water
- 3.2.5. Building and Civil engineering construction; waste and rubble removal
- 3.2.6. Transnet Property reserves the right to approve or disapprove these consumables and or other cleansing agents.

3.2.6.1. Only SANS or SABS approved material must be used.

3.2.6.2. The Contractor must submit the specification and Material Safety Data sheets of all consumables two (2) weeks after the contract date and thereafter annually on delivery.

3.2.6.3. The Manufacturer's specification and application must be followed strictly.

3.3. The *Employer* shall:

3.3.1. Report to the Contractor any irregular performance of or defect in, or damage to any items covered under this Contract.

3.3.2. Use the items covered under this Contract in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof.

3.3.3. Protect the items covered under this Contract against vandalism, abuse or misuse and accidental damage.

3.3.4. Ensure that the Site / Affected Property with regards to the equipment spaces comply with the applicable regulations and local bylaws.

3.3.5. At the request of the Contractor, shall arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.

3.4. Any disruptions which are deemed to be beyond the Contractor's control, and which result in the Contractor's workmen having to leave an area in or on the Site / Affected Property shall be logged in the applicable report book.

3.5. Notwithstanding anything expressed or implied to the contrary in this Scope of Work, the Contractor, shall plan and execute the Service in this Contract in such a way with sufficient consumables and materials available and with sufficient staff employed on Site / Affected Property.

3.6. The working of overtime is not intended under this Contract, and no overtime will be paid in respect of normal Service. Should an emergency arise, or where it is deemed necessary in the interests of the Employer, specific authority for such overtime must be obtained.

4. Management structures

4.1. Performances Measures

4.1.1. Should Contractor fail to meet the Service Levels set out in performance table of this scope of work and further fail to remedy the Non-Performance in accordance with the remedy period indicated in a Notice of Non-Performance, it shall be liable to the Client for a

Deduction only in respect of the Critical Items detailed in the Performance Index in Table 1 hereto and determined in accordance with the table below. Such deduction shall be assessed daily and set off against any payments due by the Client to Contractor.

- 4.1.2. The Deduction shall be calculated by multiplying the Amount at Risk (5% of the contract value) by the cumulative weighting factors incurred over the measurement period.



Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
Callout for faults maintenance	% Compliance to scheduled time	100%	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 3 consecutive non-conformances will result in termination of contract
Statutory Inspection Compliance	Maintaining statutory SANS (OHS Act and other Regulations) Civil Engineering compliance	100%	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance
Safety	Life Threatening Incidents	<0: Hours without LTI	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance
Time to Quote	Average number of business days to get a quote to be approved by <i>Employer</i> .	2 days (Dependent on nature and extent of works).	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 2 days (Dependent on nature and extent of works).
Skills base and Staff compliment	As per skills list in the pricing data/SOW requirements.	Full compliance on any inspection day (non-compliance will result in termination of contract)	<ul style="list-style-type: none"> Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month 2 consecutive non-conformances will result in termination of contract
Environmental Contraventions	Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements Number of notices issued.	0 contraventions	<ul style="list-style-type: none"> No non-compliances will be tolerated. Immediate termination of contract for any non-compliance
Availability of material used	Indicative list On Clause 3.5 of this scope of work.	100%	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month
Equipment Requirement	Provide submission equipment without failure	<ul style="list-style-type: none"> 100% available during equipment verification audit/any random inspection. 	<ul style="list-style-type: none"> 5 % of the monthly invoice, amount payable the following month 3 consecutive non-conformances will result in termination of contract
Monthly Reports	Timeous submissions of monthly report as per the scope of work	<ul style="list-style-type: none"> Full Compliance to the submission deadlines and agreed with the employer Non-conformance warnings 	<ul style="list-style-type: none"> 5% of the monthly invoice, amount payable the following month 3 consecutive non-conformances will result in termination of contract.

4.2. Management meetings

- 4.2.1. The Contractor or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Co-ordination/Risk Reduction meetings with the Employer or his delegate at the Site/Affected Property to discuss the provision of Services, and the Contractor warrants that any representative who attends such Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the Contractor vis-a-vis all decisions taken and agreements reached. Minutes and records of such Co-ordination/Risk Reduction meetings shall be the responsibility of the Employer. Minutes will be made available to the Contractor within seven (7) working days.
- 4.2.2. The Contractor must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless the Employer prescribes otherwise, this report shall include the following:
- Name, address, and telephone number of the Contractor.
 - Date of report and reporting period.
 - Detail on the results of each examination, including any faults analysis, modification, replacement and repair work, adjustment and test carried out.
 - Results of tests on safety devices.
 - Incidents/events.
 - Problems, including administrative problems with the Employer experienced during reporting period.
 - Any factors that affect, or may affect, the safety of the Site / Affected Property or people and equipment.
- 4.2.3. The Employer may request supplementary and interim written reports from the Contractor.

4.3. Contractor's Management, Supervision and Key People

- 4.3.1. The Contractor shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by the Employer shall be deemed to have been issued to the Contractor. Whenever the representative (supervisor) is absent from the Site / Affected Property, a suitable person shall be appointed to act as his / her deputy.
- 4.3.2. The Contractor shall always ensure that there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct of a qualified supervision.
- 4.3.3. All employees provided by the Contractor in terms of this Contract shall always be neat and properly clothed to the satisfaction of the Employer, the Employer reserves the right to request such employees to wear a uniform or overall, of a type, cut and design approved by the Employer and purchased by the Contractor. Employees must be identifiable as employees of the Contractor by means of their uniforms:
- 4.3.4. The Contractor, or any agent or employee of his, must wear protective clothing where necessary. The Contractor must supply the relevant protective clothing at his own cost and included in the pricing of the Service.

- 4.3.5. Personal hygiene must be always maintained by the Contractor's employees and agents.
- 4.3.6. The Contractor and its employees will maintain silence within reasonable bounds on the Site / Affected Property.
- 4.3.7. The salaries or wages paid by the Contractor to his employees must always comply with the applicable statutory requirements in respect of minimum wages and the Basic Conditions of employment act.
- 4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.
- 4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the Contractor shall take prompt action in conjunction with the South African Police Service to remedy the situation.
 - 4.3.9.1. Such action shall, if deemed necessary by the Employer, include immediate replacement of the employees involved.
 - 4.3.9.2. The Contractor shall forthwith notify the Service Manager of any form of intimidation its employees may be subjected to.
- 4.3.10. Should the Employer at any time during the term of this Contract make any facility available to the Contractor, the Contractor shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Contractor, fair wear and tear excepted. The Contractor will be liable for all electricity cost.
- 4.3.11. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the Contractor deem it necessary.
- 4.3.12. The employees of the Contractor may only use toilet facilities that have been pointed out to them.
- 4.3.13. The employees of the Contractor may use rest-room facilities that have been pointed out to the Contractor (if available). However, it is not the duty of the Employer to make such rest-room facilities available.
- 4.3.14. The Contractor shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.
- 4.3.15. If the Employer requires any information regarding any of the employees of the Contractor who are involved in the rendering of the Service in terms of this Contract, the Contractor will furnish such available information immediately.

4.4. Deliverables

- 4.4.1. The service contractors shall submit the following reports, attached to all invoices:
- 4.4.1.1. Report on services delivered/performed.
 - 4.4.1.2. Material used.
 - 4.4.1.3. Completed checklist where applicable.
 - 4.4.1.4. Ad hoc services requested where applicable.
 - 4.4.1.5. All staff and labour issues that can affect service delivery to Transnet.
 - 4.4.1.6. Incident report summary as compiled. All incidents shall be reported as soon as they occur, and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.
 - 4.4.1.7. The weekly and monthly reports shall have a summary of key issues affecting the affected building or any major breakdowns etc. The Employer reserves the right to alter the format and information required on this report.

4.5. Documentation Control

- 4.5.1. The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.
- 4.5.2. During the progress of the Services/Task and prior to their completion, the Contractor will submit to the Employer any Documentation as requiring submission to the Employer prior to completion of the Contract/Task.
- 4.5.3. If it is agreed between the Employer and the Contractor that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Contractor and the Documentation, thus modified will be re-submitted to the Employer prior to the completion of the Contract/Task.
- 4.5.4. Where applicable, the Documentation to be supplied to the Employer in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Contractor's Services.
- 4.5.5. The Employer may from time to time during the progress of the Contract instruct the Contractor to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the Employer may require.
- 4.5.6. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the Employer and the Contractor, but generally as soon as possible after such Documentation is completed by the Contractor.
- 4.5.7. The Contractor will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the Employer by the Contractor at agreed intervals.

- 4.5.8. The Employer will have the right at all reasonable times to inspect the Documentation of the Contractor or any Sub-contractor.
- 4.5.9. All Documentation shall become and remain the property of the Employer. Title to all information, know how, inventions and improvements disclosed to the Employer by the Contractor under the Contract will become the property of the Employer.
- 4.5.10. Approval given by the Employer shall not relieve the Contractor from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer. The Contractor shall protect and save harmless the Employer and Employer's employees against all losses, expenses, demands, errors, or omissions detailing of the Contractor, its sub-contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Contractor's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.
- 4.5.11. The Contractor shall, on a monthly basis provide the Employer with all records related to this Contract/Service.

4.6. Invoicing and Payment

- 4.6.1. When making a claim for payment, the Contractor shall submit to the Service Manager or appointed Employer representative a complete and correct pro-forma invoice with all relevant service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required for scrutiny and verification of the correctness. Thereafter, inspections will be carried out by the Service Manager or appointed Employer representative, to affect quality assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the Contractor provide the Employer with a VAT invoice.
- 4.6.2. The following information shall be reflected on the pro-forma invoices and or VAT invoices:
 - 4.6.2.1. Full description of Service / Task performed. (In respect of emergency callouts, the time and date and name of the person who called the Contractor must be indicated).
 - 4.6.2.2. Fixed monthly contracted services performed.
 - 4.6.2.3. Detailed list of materials / spare parts used to show unit prices, Contractor's mark-up, and sub-total.
 - 4.6.2.4. Copies of all applicable invoices with the applicable inventory number (invoices without order numbers will not be processed for payment).
 - 4.6.2.5. V.A.T.
 - 4.6.2.6. Grand Total.

- 4.6.3. Supporting documentation must be furnished in respect of all materials / Consumables / hygienic detergents and sub-contract service bought out in the form of copies of Contractor/s invoices or copies of priced delivery notes. Notwithstanding the foregoing, the Service Manager or appointed Employer representative shall have the right to call for invoices rendered by Contractors to the Contractor in respect of materials purchased and shall be entitled to withhold the issuing of the payment certificate to the Contractor until such information / documentation have been furnished to the Employer, provided that, in respect of additional documentation required by the Employer, the Employer's instruction shall have been given to the Contractor in sufficient time before any such payments certificate became due.
- 4.6.4. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved cleaning schedule plan for the applicable period.
- 4.6.5. Payment will be made thirty (30) days from the date of receipt of the Contractor's signed invoice and credit notes.
- 4.6.6. In the event that any emergency service / work / task order or overtime is provided at the Employers request and subsequent inspection does not reveal any defect for which the Contractor is responsible the Contractor reserves the right to charge the Employer, in accordance with the agreed day work rates plus all travelling.

4.7. Training Workshops and Technology Transfer

- 4.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.

4.8. Things Provided at the End of the Service Period for the Employer's Use

4.8.1. Equipment

- a) The inventory materials and spares that were purchased by the Employer during the tenure of the contract should be returned provided the contractor still holds some in stock.

4.8.2. Information

- a) The Employer will provide the Contractor at the appropriate times with the Technical Information necessary to enable the Contractor to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the Employer and on demand and on termination of the Contract shall be returned to the Employer.

4.9. Management of Work Done by Task Order

- 4.9.1. The Contractor shall in the event of the Employer requesting Services other than those described in this Scope of Work, submit a detailed estimate for such work to the Service Manager and obtain approval from the Employer before attending to the work.

- 4.9.2. No work other than that described in the Scope of Work will be done by the Contractor without a Task Order (official order number) issued to the Contractor by the Service Manager. This Task Order (order number) will refer to a complaint number and details regarding the work that must be attended to by the Contractor in writing.
- 4.9.3. Should the Contractor in the course of performance of the Service become aware of the necessity for any emergency work, such emergency will forthwith be reported to the Service Manager for further instructions, provided that nothing herein contained will preclude the Contractor or relieve the Contractor from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s). The Contractor shall at all times, follow and implement the specified and mandatory safety procedures.
- 4.9.4. The Contractor will not be entitled to preferential consideration in respect of new work in the site/ Affected Property. The Employer reserves the right to employ other contractors on an open tender basis where works are done on a project basis and not be a Term Service Contract.
- 4.9.5. The Employer reserves the right to execute any work covered under this Contract with his own employees.
- 4.9.6. Should it be required from the Contractor to affect additional work not priced in this Contract such additional work will be identified and cost in terms of the Price List / Labour Rates as per this Contract.
- 4.9.7. Any additional work required beyond the scope of this Contract is to be noted as a quotation. Quotations for the additional work are to be received by the Employer within 7 days.
- 4.9.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Contractor/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus an agreed percentage Fee. Refer to Price List / Rates.
- 4.9.9. The Contractor must provide his job cards specifying detail of works, this Task Order (official order number(s)) and breakdown of cost into labour and material (for non-Activity Schedule work) and signed off by the Service Manager. In addition to the original completed job card submitted with his account / invoice, the Contractor must submit a copy of the job card to the Service Manager for audit purposes and retain a third copy for his official records.

5. Health and Safety, Environment and Quality Assurance

5.1. Health and safety, Risk, Environmental Constraints and Management

- 5.1.1. The Contractor must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority regarding the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The Contractor undertakes to indemnify the Employer against all losses, costs, damage or expenses caused by the

Contractor's failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the Contractor, the Employer may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the Contractor, or it shall be recovered from him.

- 5.1.2. The Contractor shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 5.1.3. The Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The Contractor is, in terms of section 37(2) of the Act deemed to be an employer in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.
- 5.1.4. The Contractor shall at his own costs at all times comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

5.2. Quality assurance requirements

- 5.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Service Manager from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

6. Procurement

6.1. Equipment

- 6.1.1. The supply of Equipment not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.
- 6.1.2. The Contractor shall ensure that any and all material procured by the Contractor for this Contract, are obtained at least at rates that are available to the Employer for similar material. Should the Contractor obtain material at a premium and should the Employer be able to prove that the Contractor did not endeavour to minimise the higher rate/s, the Employer may select not to reimburse the Contractor for the portion of the price for which the Contractor paid a premium. A minimum of Two (2) competitive quotes shall be sourced by the Contractor for such material to be supplied.
- 6.1.3. The Employer may supply Equipment for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the Employer provide or make available

- any Equipment, the Contractor shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the Employer's Equipment other than through normal wear and tear, and any uneconomical use or loss of Equipment provided by the Employer, will be recovered from the Contractor.
- 6.1.4. Only Equipment of the best quality and approved by SANS and / or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the Employer or any statutory institution.
- 6.1.5. Consumables, Equipment used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Employer and conform to SANS specifications and must where possible carry an appropriate mark of approval.
- 6.1.6. The Contractor shall provide and keep or have a list of all consumables. The Employer reserves the right to inspect the inventory list at any time during the term of this Contract.
- 6.1.7. Replaced or redundant parts remain the property of the Employer and shall be delivered to the Employer to be scrapped where after the Contractor will remove it unless otherwise decided by the Employer.
- 6.1.8. The Contractor shall inform the Employer at least one (1) week prior to commencing planned repairs, which may necessitate the Equipment being removed from service for periods exceeding two (2) hours.
- 6.1.9. Risk of loss of, or damage to any goods supplied shall remain with the Contractor until such goods supplied have been delivered by the Contractor, approved and taken over by the Service Manager.
- 6.1.10. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the Contractor from the Employer that these may be delivered.
- 6.1.11. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all material, consumables etc. used in connection with the Works by the Contractor shall be the responsibility of the Contractor, including all necessary supervision, labour and equipment for this purpose.
- 6.1.12. All Equipment stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed Works are handed over to or have been officially accepted by the Employer.
- 6.1.13. The Contractor shall be responsible for the provisioning of all material, products, consumables (cleaning materials etc.) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Labour Rates.
- 6.1.14. The Employer reserves the right to take samples of any consumables and or material supplied by the Contractor for analysis if deemed necessary

6.2. Correction of defects

- 6.2.1. If the Employer decide that any work done by the Contractor or any subcontractor is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the Contractor notice in writing of such decision giving particulars of the alleged defect, the Contractor shall with all speed make good the defects so specified.
- 6.2.2. Should the Contractor fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Employer and should the Contractor fail to remedy such breach within the timeframe from the date of written notice from the Employer calling upon to do so, the Employer shall have the right without prejudice in terms of this Contract or at law, without further notice to the Contractor:
- 6.2.2.1. Appoint another person other than the Contractor to complete the Service in question and to recover from the Contractor all cost to complete the work in question plus an administration cost of twenty-five (25) percent (%) of the price the other contractor charge the Employer to complete the Service, or
- 6.2.2.2. Cancel this Contract and recover from the Contractor any damages that it may suffer as a result of such cancellation and / or breach.

7. Working on Affected Property

7.1. Employer's site entry and security control, permits, and site regulations

- 7.1.1. The Contractor shall at all times ensure that its employees, agents, representatives, specialist-, subcontractors and Contractors:
- 7.1.1.1. Comply with all security measures and directives imposed by the Employer, or his delegate, tasked with managing the Services in or on the Site / Affected Property.
- 7.1.1.2. Keep the access gates / doors locked at all times. If any security problems are noticed, the Contractor shall immediately notify the Service Manager.
- 7.1.1.3. Shall in terms of this Scope of Work when on duty (unless the Employer should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the Employer shall at least contain the following information in respect of the Contractor's personnel:
- a colour photograph of the relevant member
 - full names and surname
 - identity number
- 7.1.1.4. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over

such identity discs to prevent them from falling into unauthorised hands. The Contractor will be liable for the replacement cost of lost identity disc.

- 7.1.1.5. All employees of the Contractor will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.
- 7.1.1.6. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service Manager. Should any exchange of personnel take place, the Service Manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.
- 7.1.1.7. Employees of the Contractor may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.
- 7.1.1.8. Employees of the Contractor have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Employer / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Contractor must make provision in his costing for access delays in security areas.
- 7.1.1.9. Any disruptions which are deemed to be beyond the Contractor's control, and which result in the Contractor's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.
- 7.1.1.10. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Contractor shall furnish the Service Manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service Manager, in respect of all persons who will be employed by the Contractor to undertake work at the Site / Affected Property in terms of this Contract.

7.2. People restrictions, hours of work, conduct and records

- 7.2.1. Service operations will be performed during Transnet "Office hours only". The times are **Monday to Sunday, day and night.**
- 7.2.2. The Contractor shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.
- 7.2.3. The Contractor shall at all-time render service that is in line with Transnet Property's values and ethics.
- 7.2.4. The Contractor must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 7.2.5. The Contractor shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.
- 7.2.6. The Contractor is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
- 7.2.7. The Contractor must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.

- 7.2.8. The Contractor shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
- 7.2.9. It is expected from the contractor to ensure that all duties and tasks to be performed on site are adhered to.
- 7.2.10. The Contractor must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.
- 7.2.11. The Contractor shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
- 7.2.13. In the event of an unusual occurrence, the Contractor shall submit an Incident Report to Transnet authorised representative within twenty-four (24) hours.
- 7.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
- 7.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.
- 7.2.16. The Contractor shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.
- 7.2.17. The Contractor shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 7.2.18. The Contractor shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises
- 7.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the Contractor to replace such person without delay.

7.3. Personnel Standards

7.3.1. Contractor staff must be:

- 7.3.1.1. able to communicate the official language of Transnet which is English.
- 7.3.1.2. physically fit to perform the tasked duties as required.
- 7.3.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner.

7.3.2. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the Contractor to remove a particular contracted staff(s) from the Premises permanently:

- 7.3.2.1. Absence without proper notification.
- 7.3.2.2. Accepting any gifts or bribes in the line of duty;
- 7.3.2.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;

- 7.3.2.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
 - 7.3.2.5. Enabling any person to secure stolen property from the Premises;
 - 7.3.2.6. False reporting;
 - 7.3.2.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
 - 7.3.2.8. Sleeping on duty or neglecting his/her duty;
 - 7.3.2.9. Using or carrying a weapon;
 - 7.3.2.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
 - 7.3.2.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
 - 7.3.2.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
 - 7.3.2.13. Failing to wear the prescribed clothing or identification when on duty.
 - 7.3.2.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.
- 7.3.3. Contractor staff may be subject to breathalyser testing by Transnet or Representative Contractors prior to the granting of permission onto its Site.

7.4. Health and safety facilities on the Affected Property

- 7.4.1. The Contractor undertakes to comply with the Employer's safety and emergency measures and procedures the Site / Affected Property.
- 7.4.2. The Contractor's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.
- 7.4.3. The Contractor shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Service Manager, for the rendering of the Service or for whatever purpose.
- 7.4.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.
- 7.4.5. The Contractor shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons, or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.
- 7.4.6. The Contractor may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service Manager, might cause any damage to the property or that might be a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.

- 7.4.7. The Contractor shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Contractor, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.
- 7.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Contractor will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

7.5. Records of Contractor's Equipment

- 7.5.1. The Contractor shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their premises and shall be recorded and certified.
- 7.5.2. The Contractor shall complete or generate an inventory list of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

7.6. Site services and facilities

- 7.6.1. Provided by the Employer
- 7.6.1.1. Rest room facilities
 - 7.6.1.2. Storage facilities
 - 7.6.1.3. Site office
- 7.6.2. (Shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the *Contractor*)
- 7.6.3. Provided by the Contractor
- 7.6.3.1. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the Contractor deem it necessary.

7.7. Tests and inspections

- 7.7.1. The Employer or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the Contractor at any time.
- 7.7.2. Independent inspections: the Employer shall have the right to authorize the inspection of individual equipment inspections shall be promptly communicated in writing to the Contractor. Should any defects or remedial work be required in terms of this Contract, the Contractor shall expeditiously undertake it within a mutually agreed time period the corrective work. When the Contractor's work has been completed satisfactorily, the Employer or its duly appointed inspector shall be notified in writing. A further follow-up inspection by the Employer or its inspector may be conducted.

- 7.7.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the Contractor has not been satisfactorily carried out; the procedure shall be repeated until the established standard of cleaning has been attained. The cost for the follow-up inspection shall be borne by the Contractor
- 7.7.2.2. Notwithstanding the Employer's rights in terms of this Contract, the Contractor shall refund the Employer its costs associated with the reapplication where the Contractor has not completed work satisfactorily as agreed.
- 7.7.2.3. The independent inspections shall in no way limit the Contractor's responsibility with respect to any obligation or liabilities in terms of this Contract.

8. List of Drawings

- 8.1.** There are no drawings provided by the Employer in respect of this works.

Annex C

Standard Conditions of Tender

C.1 General

C.1.1 Actions

C.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

C.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

C.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

C.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

C.1.3 Interpretation

C.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2 These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender.

C.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **conflict of interest** means any situation in which:

- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
- ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
- iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.

b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;

- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

C.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

C.1.5 Cancellation and Re-Invitation of Tenders

C.1.5.1 An employer may, prior to the award of the tender, cancel a tender if-

- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation;
- b) funds are no longer available to cover the total envisaged expenditure; or
- c) no acceptable tenders are received.
- d) there is a material irregularity in the tender process.

C.1.5.2 The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised

C.1.5.3 An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.

C.1.6 Procurement procedures

C.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

C.1.6.2 Competitive negotiation procedure

C.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2 All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.

Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

C.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

C.1.6.2.4 The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.

C.1.6.3 Proposal procedure using the two stage-system

C.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

C.1.6.3.2 Option 2

C.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

C.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

C.2 Tenderer's obligations

C.2.1 Eligibility

C.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

C.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

C.2.2 Cost of tendering

C.2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

C.2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

C.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

C.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

C.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

C.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

C.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

C.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

C.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

C.2.10 Pricing the tender offer

C.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.

C.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

C.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

C.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

C.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

C.2.12 Alternative tender offers

C.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

C.2.12.2 Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

C.2.12.3 An alternative tender offer must only be considered if the main tender offer is the winning tender.

C.2.13 Submitting a tender offer

C.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

C.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

C.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

C.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

C.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

C.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

C.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

C.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

C.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

C.2.15 Closing time

C.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

C.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

C.2.16 Tender offer validity

C.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

C.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

C.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).

C.2.16.4 Where a tender submission is to be substituted, a tenderer must submit a substitute tender in accordance with the requirements of C.2.13 with the packages clearly marked as "SUBSTITUTE".

C.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

C.2.18 Provide other material

C.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.

Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

C.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

C.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

C.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

C.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

C.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.

C.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

C.3 The employer's undertakings

C.3.1 Respond to requests from the tenderer

C.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.

C.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

C.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.

C.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

C.3.4 Opening of tender submissions

C.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

C.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where

applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.

C.3.4.3 Make available the record outlined in C.3.4.2 to all interested persons upon request.

C.3.5 Two-envelope system

C.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

C.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

C.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

C.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

C.3.8 Test for responsiveness

C.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

C.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

C.3.9 Arithmetical errors, omissions and discrepancies

C.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

C.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - (ii) the summation of the prices.

C.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

C.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

C.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

C.3.11 Evaluation of tender offers

The Standard Conditions of Tender standardize the procurement processes, methods and procedures from the time that tenders are invited to the time that a contract is awarded. They are generic in nature and are made project specific through choices that are made in developing the Tender Data associated with a specific project.

Conditions of tender are by definition the document that establishes a tenderer's obligations in submitting a tender and the employer's undertakings in soliciting and evaluating tender offers. Such conditions establish the rules from the time a tender is advertised to the time that a contract is awarded and require employers to conduct the process of offer and acceptance in terms of a set of standard procedures.

The CIDB Standard Conditions of Tender are based on a procurement system that satisfies the following system requirements:	
Requirement	Qualitative interpretation of goal
Fair	The process of offer and acceptance is conducted impartially without bias, providing simultaneous and timely access to participating parties to the same information.
Equitable	Terms and conditions for performing the work do not unfairly prejudice the interests of the parties.
Transparent	The only grounds for not awarding a contract to a tenderer who satisfies all requirements are restrictions from doing business with the employer, lack of capability or capacity, legal impediments and conflicts of interest.
Competitive	The system provides for appropriate levels of competition to ensure cost effective and best value outcomes.

Cost effective	The processes, procedures and methods are standardized with sufficient flexibility to attain best value outcomes in respect of quality, timing and price, and least resources to effectively manage and control procurement processes.
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The activities associated with evaluating tender offers are as follows:

- a) Open and record tender offers received
- b) Determine whether or not tender offers are complete
- c) Determine whether or not tender offers are responsive
- d) Evaluate tender offers
- e) Determine if there are any grounds for disqualification
- f) Determine acceptability of preferred tenderer
- g) Prepare a tender evaluation report
- h) Confirm the recommendation contained in the tender evaluation report

C.3.11.1 General

The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

C.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer’s information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

C.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer’s procurement;
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- c) has the legal capacity to enter into the contract;
- d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing;
- e) complies with the legal requirements, if any, stated in the tender data; and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

C.3.14 Prepare contract documents

C.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents and
- c) other revisions agreed between the employer and the successful tenderer.

C.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

C.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

C.3.16 Registration of the award

An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the cidb Register of Projects.

C.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

C.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.