

TRANSNET NATIONAL PORTS AUTHORITY
AN OPERATING DIVISION **TRANSNET SOC LTD**
[REGISTRATION NUMBER 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

**FOR THE DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING
OF ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3)
MONTHS**

RFP NUMBER	: TNPA/2025/08/0010/103591/RFP
ISSUE DATE	: 15 OCTOBER 2025
COMPULSORY BRIEFING	: 24 OCTOBER 2025
CLOSING DATE	: 11 NOVEMBER 2025
CLOSING TIME	: 16H00
TENDER VALIDITY PERIOD	: 12 WEEKS FROM CLOSING DATE

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T1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM
TENDER NOTIFICATION	This tender is advertised on the Cidb website: https://www.cidb.org.za/cidb-tenders/currenttenders/
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.

COMPULSORY TENDER CLARIFICATION MEETING	A Compulsory Tender Clarification Meeting will be conducted at the Procurement Boardroom, HR & Procurement Building, 34 South Arm Road, Port of Cape Town, V & A Waterfront on 24 October 2025, at 10:00am [10 O'clock] for a period of ± two (2) hours. [Tenderers to provide own transportation and accommodation]. The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late. A Site visit/walk will take place, tenderers are to note: - Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats. - Tenderers without the recommended Personal Protective Equipment (PPE) will not be allowed on the site walk. - Tenderers and their employees, visitors, clients and customers entering Transnet Offices, Depots, Workshops and Stores will have to undergo breathalyser testing. - All forms of firearms are prohibited on Transnet properties and premises. - The relevant persons attending the meeting must ensure that their identity documents, passports or drivers licences are in their possession for inspection at the access control gates.
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	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 for a compulsory tender briefing. Tenderers are required to bring this Returnable Schedule T2.2-01 to the Compulsory Tender Clarification Meeting to be signed by the <i>Employer's</i> Representative. Tenderers failing to attend the compulsory tender briefing will be disqualified.
CLOSING DATE	16:00 on 11 November 2025 Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.

2. TENDER SUBMISSION

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

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

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

- Click on "ADVERTISED TENDERS" to view advertised tenders;
- Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
- Click on "SIGN IN/REGISTER" - to sign in if already registered;
- Toggle (click to switch) the "Log an Intent" button to submit a bid;
- Submit bid documents by uploading them into the system against each tender selected.
- **Tenderers are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Tenderer can upload 30mb per upload and multiple uploads are permitted.**

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- b) Each company must register its profile using its company details and use the corresponding registered profile to log an intent to bid as well as submitting any bid.
 - c) 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.
 - d) 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.
 - e) 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.
 - f) 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.

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- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;
 - 4.3. Go to the open market if the quoted rates (for award of work) are deemed unreasonable;
 - 4.4. Should the Tenderers be awarded business on strength of information furnished by the Tenderer, which after conclusion of the contract is proved to have been incorrect, Transnet reserves the right to terminate the contract;
 - 4.5. Request audited financial statements or other documentation for the purposes of a due diligence exercise;
 - 4.6. Not accept any changes or purported changes by the Tenderer to the tender rates after the closing date;
 - 4.7. Verify any information supplied by a Tenderer by submitting a tender, the Tenderer/s hereby irrevocably grant the necessary consent to the Transnet to do so;
 - 4.8. Conduct the evaluation process in parallel. The evaluation of Tenderers at any given stage must therefore not be interpreted to mean that Tenderers have necessarily passed any previous stage(s);
 - 4.9. Unless otherwise expressly stated, each tender lodged in response to the invitation to tender shall be deemed to be an offer by the Tenderer. The Employer has the right in its sole and unfettered discretion not to accept any offer.
 - 4.10. Not be held liable if tenderers do not provide the correct contact details during the clarification session and do not receive the latest information regarding this RFP with the possible consequence of being disadvantaged or disqualified as a result thereof.
 - 4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on T2.2-21, **[Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.
 - 4.12. Transnet reserves the right to perform a risk analysis on the preferred tenderer to ascertain if any of the following might present an unacceptable commercial risk to the employer:
 - *unduly high or unduly low tendered rates or amounts in the tender offer;*
 - *contract data of contract provided by the tenderer; or*
 - *the contents of the tender returnables which are to be included in the contract.*

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

6. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

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

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
Part T: The Tender	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
Part C: The contract	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2)
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information

	Part C4: Site information	C4.1 Site information
C.1.4	The Employer's agent is:	Commodity Officer
	Name:	Mcebo Mhlanga
	Address:	34 South Arm Road, Port of Cape Town, V & A Waterfront
	E – mail	TNPATenderEnquiriesCPT@transnet.net
C.2.1	Only those tenderers who satisfy the following eligibility criteria are eligible to submit tenders:	

1. Stage One – Test for Responsiveness:

The test for responsiveness will include the following administrative and substantive check:

- Validate whether the bid has been lodged on time;
- Verify whether all returnable documents and/or schedules were completed and returned by the closing date and time;
- Verify the validity of all returnable documents;
- Verify if the bid document has been duly signed by the authorised respondent;
- Check if the mandatory returnable documents are submitted:
 - A fully completed pricing schedule (Transnet template);
 - Fully completed Offer on the Form of Offer and Acceptance;
 - Proof of attendance of the compulsory clarification meeting;
 - Whether the bidder is actively CIDB registered with grading of 5EP or higher; and
 - Whether the Bidder submitted the Valid Letter of Good Standing with the Workmen's Compensation Fund

Bids must be administratively and substantively responsive to advance to Stage two.

2. Stage 1A – Eligibility with regards to attendance at the compulsory clarification meeting, refer to schedule T2.2-01:

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

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

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

3. Stage 1B - Eligibility in terms of the Construction Industry Development Board (CIDB):

- a) Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, designation of **5EP or higher** class of construction work, are eligible to have their tenders evaluated.

b) Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level below the required class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5EP or higher** class of construction work or a value determined

in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

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

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

4. Stage 1 C - Eligibility in terms of the Legislation with Compensation Commissioner:

Only those tenders who submit their valid Letter/s of Good standing with the Compensation Fund are eligible to have their tenders evaluated

5. Stage Two - Functionality:

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

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

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.

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

(Please see CIDB Compiler guidance note T1.2 – Tender Data).

Quality Criteria	Sub-criteria	Maximum points
T2.2-04 Programme	The Tenderer provides the proposed program and/or makes reference to his proposed program and electronic program developed using a scheduling software tool.	15
T2.2-05 Key personnel Experience and Qualifications	The tender must be able to demonstrate that the project personnel have sufficient knowledge, experience and qualifications to provide the required service	16

T2.2-06 Health and Safety Requirements	Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated and must be in line with the Scope of Work (SoW)	15
T2.2-07 Environmental Management	The tenderer must provide a project-specific Environmental Plan and Policy	8
T2.2-08 Previous Experience	Company experience in electrical and mechanical engineering works with a focus on the installation, alignment, and commissioning of automated valves and pumps.	25
T2.2-09 Method Statement	The method statement shall include as a minimum but not limited to the following (the contractor must refer to the works information for a full description of the scope of the works	21
Maximum score for Functionality	100	

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

- T2.2-04 Programme
- T2.2-05 Key Personnel Experience and Qualifications
- T2.2-06 Health and Safety Requirements
- T2.2-07 Environmental Management
- T2.2-08 Previous Experience
- T2.2-09 Method Statement

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

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

Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation.

6. Stage Three – Preference Point System

Only tenderers that comply with all the technical eligibility criteria will be evaluated further in accordance with the 80/20 **OR** 90/10 preference points systems as described in Preferential Procurement Regulations.

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

Up to 20 or 10 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.

Specific Goals	Number of Points (80/20 system)	Number of Points (90/10 system)
B-BBEE Status Level of Contributor 1 or 2	04	02
30% Black Women Owned Entities	06	03
EME or QSE 51% Black Owned	10	05
Non-Compliant and/or B-BBEE level 3-8 Contributors	00	00

Evidence required for claiming specific goals:

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

30% Black Women Owned Entities	Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned	- Audited Annual Financial - B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

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

7. Stage Four – Commercial Evaluation

This evaluation will be conducted on Tenderers that have qualified on all stages of evaluations.

8. Stage Five - Financial Risk Analysis Evaluation

This evaluation will be conducted on Tenderers that have qualified on all stages of evaluations.

9. Stage Six– Post Tender Negotiations (PTN)

- 9.1 Respondents are to note that Transnet may not award a contract if the price offered is not market related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price.
- 9.2 Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked tenderer per Section of the scope of work, should such negotiations fail,
 - negotiate with the 2nd to the last ranked tenderer per Section of the scope of work (if required) in a sequential manner.
- 9.3 In the event of any Respondent being notified of such short-listed/preferred tenderer status, his/her bid, as well as any subsequent negotiated best and final offer/s (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- 9.4 Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

10. Stage Seven – Objective Criteria

Transnet reserves the right to award the business to the highest scoring tenderer unless objective criteria justify the award to another tenderer as stated on C.3.13 below

11. Stage Eight - Award of business and conclusion of contract/s

11.1 Immediately after approval to award the contract/s has been received, the successful tenderer(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract/s will be concluded with the successful Respondent(s).

11.2 A final contract will be concluded and entered into with the successful tenderer/s at the acceptance of a letter of award by the Respondent/s

C.2.12 No alternative tender offers will be considered.

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

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

Identification details:

The tender documents must be uploaded with:

- Name of Tenderer:
- Contact person and details:
- The Tender Number: TNPA/2025/08/0010/103591/RFP
- The Tender Description: DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

Documents must be marked for the attention of:

Employer's Agent:

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

C.2.15 The closing time for submission of tender offers is: Time: **16:00 on 11 November 2025**

Location: The Transnet e-Tender Submission Portal:

(<https://transnetetenders.azurewebsites.net>);

NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.

Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

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

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

4. Proof of registration on the Central Supplier Database;

C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

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

3. the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer

or potentially compromise the tender process and persons in the employ of the state.

4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
 - a) Bidder 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;
 - b) 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;
 - c) 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;
 - d) Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
 - e) 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;
 - f) The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact,
 - 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;
 - g) cannot, as necessary and in relation to the proposed contract, 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;

h) has no legal capacity to enter into the contract;

i) 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;

j) does not comply with the legal requirements, if any, stated in the tender data; and

k) is not able to perform the contract free of conflicts of interest.

l) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

Signed

Date

Name

Position

Tenderer

T2.1 List of Returnable Documents

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

- T2.2-01 **Stage One: Eligibility Criteria Schedule** - Proof of attendance and it will be verified on the attendance register
- T2.2-02 **Stage Two: Eligibility Criteria Schedule** - CIDB Registration with **SEP** or higher grading
- T2.2-03 **Stage Three: Eligibility in terms of Legislation with Compensation Commissioner** – Valid Letter of Good Standing with the Compensation Fund

2.1.2 Stage Four: these schedules will be utilised for evaluation purposes:

- T2.2-04 **Evaluation Schedule:** Programme
- T2.2-05 **Evaluation Schedule:** Key personnel Experience and Qualifications
- T2.2-06 **Evaluation Schedule:** Health and Safety Requirements
- T2.2-07 **Evaluation Schedule:** Environmental Management
- T2.2-08 **Evaluation Schedule:** Previous experience
- T2.2-09 **Evaluation Schedule:** Method Statement
- T2.2-16 Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

2.1.3 Returnable Schedules:

General:

- T2.2-10 Authority to submit tender
- T2.2-11 Record of addenda to tender documents
- T2.2-12 Risk Elements
- T2.2-13 Availability of equipment and other resources
- T2.2-14 Schedule of proposed Subcontractors
- T2.2-15 Site Establishment requirements
- T2.2-17 Health and Safety Questionnaire

2.1.4 Agreement and Commitment by Tenderer:

- T2.2-18 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire
- T2.2-19 Non-Disclosure Agreement
- T2.2-20 RFP Declaration Form
- T2.2-21 RFP – Breach of Law
- T2.2-22 Certificate of Acquaintance with Tender Document

- T2.2-23 Service Provider Integrity Pact
- T2.2-24 Supplier Code of Conduct
- T2.2-25 Domestic Prominent Influential Persons (DPIP) or Foreign Prominent Public Officials (FPPO)
- T2.2-26 Agreement in terms of POPIA

2.1.5 Bonds/Guarantees/Financial/Insurance:

- T2.2-27 Insurance provided by the Contractor
- T2.2-28 Three (3) years audited financial statements

2.1.6 Transnet Vendor Registration Form:

- T2.2-29 Supplier Declaration Form

2.2 C1.1 Fully completed signed form of Offer & Acceptance

2.3 C1.2 Contract Data

2.4 C2.1 Pricing Instructions (Bill of Quantities)

2.5 C2.2 Bill of Quantities

T2.2-01: Eligibility Criteria Schedule:

Certificate of Attendance at Tender Clarification Meeting

This is to certify that

(Company Name)

Represented
by:

(Name and
Surname)

Was represented at the compulsory tender clarification meeting

Held at:	Procurement Boardroom, Ground Floor HR & Procurement Building, 34 South Arm Road, Port of Cape Town, V & A Waterfront	
On (date)	24 October 2025	Starting time: 10:00a.m.

Particulars of person(s) attending the meeting:

Name

Signature

Capacity

Attendance of the above company at the meeting was confirmed:

Name

Signature

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

Date

T2.2-02: Eligibility Criteria Schedule - CIDB Grading Designation

Note to tenderers:

Tenderers are to indicate their CIDB Grading by filling in the table below. **Attach a copy of the CIDB Grading Designation or evidence of being capable of being so registered.**

CRS Number	Status	Grading	Expiry Date

1. Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a **5EP or higher** class of construction work, are eligible to have their tenders evaluated.

2. Joint Venture (JV)

Joint ventures are eligible to submit tenders subject to the following:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation of not lower than one level one level below the required grading designation in the class of construction works under consideration and possesses the required recognition status; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum tendered for a **5EP or higher** class of construction work or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations
4. the Contractor shall provide the employer with a certified copy of its signed joint venture agreement;
5. and in the event that the joint venture is an 'Incorporated Joint Venture' the Memorandum of Incorporation to be provided within 4 (four) weeks of the Contract Date.

T2.2-03: Eligibility Criteria Schedule: Valid Letter/s of Good Standing with the Workmen's Compensation Fund

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

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

Name of Company/Members of Joint Venture:

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

T2.2-04: Evaluation Schedule: Programme (15)

Note to tenderers:

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

The tenderer shall provide the proposed programme detailed to show as a minimum the following:

▪ **Ability to provide the services:**

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

▪ **Provision of Dates:**

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

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

▪ Resourcing & Equipment:

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

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

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

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The Tenderer must demonstrate the facility meets the minimum requirement.			<i>The tenderer shall demonstrate the following:</i>					
	No.	Total 15	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0)	(20)	(40)	(60)	(80)	(100)
Starting date and completion date are stated, with the total overall duration of programmes do not exceed 3 months.	1	6	No Response or Starting date and completion date not shown	Starting date and completion date with total overall duration that is 10 months or more submitted = 20	Starting date and completion date with total overall duration that is more than 4 months but less than 10 months = 40	Starting date and completion date, the total overall duration is greater than 3 months but less 4 months = 60	Starting date and completion date with the total overall duration that is 3 months= 80	Starting date and completion date with total overall duration that is greater than 2 months but less than 3 months = 100

The Tenderer must demonstrate the facility meets the minimum requirement.			<i>The tenderer shall demonstrate the following:</i>					
	No.	Total 10	No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0)	(20)	(40)	(60)	(80)	(100)
The TNPA activities calendar on the schedule should	2	3	No response = 0	The TNPA activities calendar on the schedule should represent the	The TNPA activities calendar on the schedule should represent	The TNPA activities calendar on the schedule should represent the actual	The TNPA activities calendar on the schedule should represent the actual Weekends, public	The TNPA activities calendar on the schedule should represent the actual Weekends, public

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represent the actual work week/month used. E.g., weekends, public holidays are marked as non-working days from start to finish date				actual Weekends or Public holidays are marked as working days from start to finish date = 20	the actual Weekends are marked as working days from start to finish date = 40	Weekends, public holidays are marked as non-working days from start to finish date = 60	holidays, and builders break are marked as non-working days from start to finish date = 80	holidays, and builders' breaks are marked as non-working days and float from start to finish date = 100
---	--	--	--	--	---	---	--	---

The Tenderer must demonstrate the facility meets the minimum requirement.	No.	Total 15	<i>The tenderer shall demonstrate the following:</i>					
			No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0)	(20)	(40)	(60)	(80)	(100)
All activity durations should reflect realistic timeframes for each task based on past experiences or site-specific conditions, and activities	3	3	No response = 0	All Activities durations to be unrealistic time frames are broken down into Months (Show the duration Column) = 20	All Activities durations to be unrealistic time frames are broken down into Months and Weeks (Show the duration Column) = 40	All activities durations to be realistic are broken down into Months and Weeks (Show the duration Column) = 60	All activities durations to be realistic are broken down into Weeks and days (Show the duration Column) = 80	All activities durations to be realistic are broken down into days (Show the duration Column) = 100

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measurable in days, weeks, and months.. (Show the duration Column)								
Programme submission (Software) in PDF & either Microsoft project or Primavera P6	4	3	No response = 0	Programme submitted not in Microsoft Project nor Primavera P6 nor Excel = 20	Programme submitted in Excel =40	Programme submitted in either Microsoft project or Primavera P6 =60	Programme submitted in either Microsoft project or Primavera P6 including resource loading (Show the resource Column or Gantt Chart) =80	Programme submitted in either Microsoft project or Primavera P6 including resource loading and cashflow forecast (Show the resource and cost Column or Gantt Chart) = 100



T2.2-05: Evaluation Schedule: Management & CVs of Key persons (16)

Note to tenderers:

The Tenderer must be able to demonstrate that the project personnel have sufficient knowledge, experience, and qualifications to provide the required service. A project-specific organogram is required to be submitted as part of this returnable schedule, clearly showing the resources that will be provided by the contractor to execute the works. Submit the following documents as a minimum with your tender documentation

1. Comprehensive CV's should be attached to this schedule As a minimum each CV should address years of experience.
2. Details of the experience of the staff who will be working on the works with respect to:
 - Working with NEC 3 Engineering and construction contract option chosen for this contract. If staff experience of these matters is limited, an indication of relevant training that they have attended would be helpful, and copies of relevant training/qualifications to be provided.
3. Key personnel for the Execution of the project shall include at least, amongst others:
 - a) Control and Instrumentation Engineer (5 Points)**
 - Control and instrumentation should have a minimum Bachelor of Science / Bachelor of Engineering OR B-TECH with Pr. Eng / Pr. Tech (ECSA) in Control and Instrumentation, and at least 5 years of experience with relevant experience in the design and implementation of electrical lighting systems and area illumination.
 - b) Electrical Supervisor (Electrical LV) (3 Points)**
 - Electrical supervisor must have a minimum of NTC 4 Trade certificate in Control and instrumentation with at least 5 years' experience in electrical LV projects
 - c) Installation Electrician (4 Points)**
 - Installation Electrician must have a minimum of 5 years in Low Voltage (LV) installations.
 - Installation electrician with NQF level 4 qualification or higher and must be registered with the Department of Labour (DoL) as a registered installation electrician (IE or higher) with relevant experience in Low Voltage (LV) installations and lighting installations.
 - d) Project Manager (4 Points)**
 - SACPCMP Pr CPM/PMP registered with an Engineering or Project Management diploma/degree with at least 5 years of experience in similar project works.

NB: Registration will be verified and must be valid throughout the duration of the works

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

	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
Score	(0)	(20)	(40)	(60)	(80)	(100)
Control and Instrumentation Engineer (5 Points)	Failed to provide information. No response.	The key staff members lack experience with matters relevant to this project. • a Control and Instrumentation Engineer: <2 years' relevant experience and not professionally registered (PR)/ Invalid registration	Key staff have limited experience with matters pertinent to this project. •Control and instrumentation: $\geq 2 \leq 4$ years' relevant experience and professionally registered (PR)	Key staff have reasonable knowledge of issues pertinent to this project. •Control and instrumentation: 5 years' relevant experience and a professional registered (PR)	Key staff have broad knowledge of issues pertinent to this project. •Control and instrumentation: >5 $\leq$ 7 years' relevant experience and professional registered (PR)	Key staff have exceptional knowledge of issues pertinent to this project. •Control and instrumentation: >7 years' relevant experience and professionally registered (PR)
Electrical Supervisor (3 Points)		Key staff has no experience of issues pertinent to this project. • Electrical supervisor: < 2 years' experience and not NTC 4 Trade certificate	Key staff has limited experience of issues pertinent to this project. • Electrical supervisor: $\geq 2 \leq 4$ years' experience	Key staff has a reasonable knowledge of issues pertinent to this project. • Electrical supervisor: 5 years' experience and a Trade certificate in Control and instrumentation	Key staff has broad knowledge of issues pertinent to this project. • Electrical supervisor: > 5 $\leq$ 7 years' experience and a Trade certificate in Control and instrumentation	Key staff have exceptional knowledge of issues pertinent to this project. • Electrical supervisor: > 7 years' experience and a Trade certificate in Control and instrumentation

Installation Electrician (4 Points)		Key staff has no experience of issues pertinent to this project. • Installation electrician : <2 years' experience and not registered with DoL as installation electrician	Key staff has limited experience of issues pertinent to this project. • Installation electrician $\geq 2 \leq 4$ years' experience	Key staff has reasonable knowledge of issues pertinent to this project. • Installation electrician : > 5 years' experience and a NQF level 4 qualification or higher	Key staff has broad knowledge of issues pertinent to this project. • Installation electrician : > 5 $\leq$ 7 years' experience and a NQF level 4 qualification or higher	Key staff has exceptional knowledge of issues pertinent to this project. • Installation electrician : > 7 years' experience and a NQF level 4 qualification or higher
Project Manager (4 Points)		Key staff has no experience of issues pertinent to this project. • Project Manager: <2 years' relevant experience and not professional registered (PR)	Key staff has limited experience of issues pertinent to this project. • Project Manager: $\geq 2 \leq 4$ years' relevant experience and professional registered (PR)	Key staff has reasonable knowledge of issues pertinent to this project. • Project Manager: 5 years' relevant experience and professional registered (PR) or Project Management diploma/degree	Key staff has broad knowledge of issues pertinent to this project. • Project Manager: >5 $\leq$ 7 years' relevant experience and professional registered (PR) or Project Management diploma/degree	Key staff has exceptional knowledge of issues pertinent to this project. • Project Manager: >7 years' relevant experience and professional registered (PR) or Project Management diploma/degree



T2.2-06: Evaluation Schedule: Health and Safety Requirements (15)

Submit the following documents as a minimum with your tender:

1. Signed Health and Safety Plan as per the scope of work in line with TNPA Health & Safety Specification and the tenderer must include this minimum requirement: **(8)**
 1. Project Scope
 2. Policy
 3. Hazard Identification and Risk Assessment
 4. Legal & Other requirement
 5. Accountabilities and Responsibilities
 6. Competence, training and awareness
 7. Occupational Health and Hygiene
 8. Working at Heights
 9. Incident Reporting and Investigation
 10. Audits and Inspections
2. Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated and must be in line with the Scope of Work (SoW). **(5)**
 1. Site Establishment.
 2. Electrical Works.
 3. Working near or over water.
3. Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer.
List the five elements - **(2)**
 1. Commitment to Safety, prevention of pollution,
 2. Continual improvement,
 3. Compliance to legal requirements, appropriate to the nature of contractor's activities,
 4. Hold management accountable for development of the safety systems
 5. Include objectives and targets.

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

Points (15)	Item 1 (8 points)	Item 2 (5 points)	Item 3 (2 points)
CRITERIA	Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification. 1.Project Scope 2.Policy 3.HIRA 4.Legal & Other requirement 5.Accountabilities and Responsibilities 6.Competence, training and awareness 7.Occupational Health and Hygiene 8.Working @ Heights 9.Incident Reporting and Investigation 10.Audits and Inspections	Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated and must be in line with the Scope of Work (SoW) but not limited to the below: 1. Site Establishment. 2. Eletrical Works. 3. Mechanical Works. 4. Working near or over water.	Signed and dated Health and Safety Policy: 1) Commitment to Safety, Pollution Prevention 2) Continual Improvement 3) Compliance to Legal requirements 4) Holding management accountable for development of safety systems 5) Included objectives and targets.

Score 0	Failed to provide information. No response.		
Score 20	Generic Health and Safety Plan that is not aligned to the scope of work correlating to TNPA H&S specification or H&S Plan not signed or has four (4) or less H&S Plan requirements.	Risk assessment methodology is provided with the risk assessment. 1 major activity provided in task-based risk assessment and are aligned to the project.	Safety, Health & Environmental Policy not signed and/or dated by the Chief Executive Officer.
Score 40	Poor response Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including five (5) H&S Plan requirements.	Risk assessment methodology is provided with the risk assessment. 2 major activities are provided in task-based risk assessment and are aligned to the project.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including one (1) - two (2) key elements.
Score 60	Satisfactory response Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including six (6) – eight (8) H&S Plan requirements.	Risk assessment methodology is provided with the risk assessment. 3 major activities are provided in task-based risk assessment and are aligned to the project.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including three (3) key elements.
Score 80	Good response Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including nine (9) – ten (10) H&S Plan requirements.	Risk assessment methodology is provided with the risk assessment. 4 major activities are provided in	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including four (4) key elements.



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		task-based risk assessment and are aligned to the project.	
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Score 100	Exceeds expectations Signed Health and Safety Plan as per scope of work in line with TNPA H&S specification including more than ten (10) and above other additional requirements.	Risk assessment methodology is provided with the risk assessment. 5 major activities are provided in task-based risk assessment and are aligned to the project.	Safety, Health & Environmental Policy signed and dated by the Chief Executive Officer including all five (5) key elements.
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T2.2-07: Evaluation Schedule: Environmental Management (8)

The Tenderer must review the following documents in preparation for meeting the environmental requirements, namely:

- a) Transnet Integrated Management System (TIMS) Policy Commitment Statement.
- b) Transnet Construction Environmental and Sustainability Specification (CESS) TRN-IMS-GRP-GDL-014.4 Rev 3.0
- c) Transnet Construction Environmental Management Standard Operating Procedure (CEM SOP). 009-TCC-CLO-SUS-11386 Rev 1.0

1. The tenderer must provide a project-specific **Environmental Management Plan**. This plan must be clear on the following:

- a. A description of the environmental impacts that need to be avoided, managed, and mitigated, and a description of how those impacts will be avoided, managed, and mitigated (impact management actions).
- b. The method and frequency of monitoring the implementation of the impact management actions.
- c. A description of how the environmental incidents will be managed on-site.
- d. An indication of the roles and responsibilities in the implementation of the impact management actions.
- e. Records to be kept.
- f. How non-conformance/non-compliance will be dealt with.

2. The tenderer must provide an **Environmental Policy** signed by Top Management that displays the following key components, namely:

- a. Commitment to comply with all applicable environmental laws, regulations, and standards.
- b. Commitment to pollution prevention.
- c. Emphasize the organisation's commitment to continual improvement in environmental performance.

- d. Address the sustainable use of resources/ resource conservation.
- e. Is communicated to all employees working for or on behalf of the Contractor.

Attached submissions to this schedule:

.....

.....

.....

.....

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

Signed

Date

Name

Position

Tenderer

The scoring of the Tenderer's Environmental submission will be as follows:

Site-specific Environmental Management system

	Environmental Management Plan	Environmental Policy
Points	5	3
Score 0	The Tenderer has submitted no information to determine a score.	The Tenderer has submitted no information to determine a score.
Score 20	EMP only responds to 1- 2 of the items listed under paragraph 1 above.	The policy addresses 1 of the required elements listed under paragraph 2 above.
Score 40	EMP only responds to 3 of the items listed under paragraph 1 above.	The policy addresses 2 of the required elements listed under paragraph 2 above.
Score 60	EMP only responds to 4 of the items listed under paragraph 1 above.	The policy addresses 3 of the required elements listed under paragraph 2 above.
Score 80	EMP only responds to 5 of the items listed under paragraph 1 above.	The policy addresses 4 of the required elements listed under paragraph 2 above.
Score 100	EMP responds to all the items listed under paragraph 1 above.	The policy addresses all of the required elements listed under paragraph 2 above.

T2.2-08: Evaluation Schedule: Previous Experience (25)

Note to tenderers:

Bidder must complete a table listing similar projects and their scales, demonstrating the Company's experience in conducting Multidisciplinary Engineering (Electrical and Mechanical) projects. The list must include the following requirements:

1. Project name
2. Project Description & Scope
3. Project value
4. Contract Duration
5. Status of the project.
6. Client Name & Contact details of the client

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

A) Junction boxes, Cabling, Motors, and Sensors (14 Points):

- Company Experience in installation, testing, and commissioning of all electrical and electronic components.

B) Valves and Pumps (11 Points):

- Company experience in mechanical engineering works with a focus on the installation, alignment, and commissioning of automated valves and pumps.
- A list of past/current comparable projects.
- Sufficient references to substantiate experience indicated (Client name and contact details, project description and duration)

The information should as a *minimum* contain as per the example below (*NB: One project can count towards both Electrical & Mechanical as the scope is multidisciplinary*):

	Project Name	Project Description & Scope	Project Value	Contract Duration	Status of Project	Client Name & Contact Details
1						
2						
3						
4						
5						
6						

The bidder must submit reference letters from clients on the client's letterheads and must confirm the work performed with specific reference to the project, company involvement covering the electrical installation, design of panel layout, executed over the last ten (10) years.

A) Junction boxes, Cabling, Motors, and Sensors (14 Points):

Score 0	The Tenderer failed to address the Employer's request. Has not submitted the required information. Previous experience does not relate to the scope of work. The tenderer has only ONE project to demonstrate as previous experience. Has not provided a list and reference letters to substantiate experience indicated (Client name and contact details, project description, duration, and contract value)
Score 20	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in TWO (2) projects relating to the scope of works with associated reference letters as proof. The tenderer has limited evidence of previous experience. The reference letters submitted must correspond to the ones listed in the table above.
Score 40	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value, and references. Tenderers generally have experience in THREE (3) projects relating to the scope of <i>works</i> with associated reference letters as proof. The reference letters submitted must correspond to the ones listed in the table above
Score 60	The Tenderer's previous experience demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in FOUR (4) projects relating to the scope of works with associated reference letters as proof. The

	tenderer has reasonable and relevant previous experience with the particular requirements of the <i>work</i> . The reference letters submitted must correspond to the ones listed in the table above
Score 80	Tenderer's previous experience demonstrates a real understanding and substantial evidence of the ability to meet the stated project requirements. Tenderers generally have experience in FIVE (5) projects relating to the scope of <i>works</i> with associated reference letters as proof. The tenderer has extensive previous experience in relation to the <i>work</i> . The reference letters submitted must correspond to the ones listed in the table above
Score 100	The Tenderer's previous experience presented demonstrates real confidence and extensive understanding in all of the categories as required. Tenderers generally have experience in more than five (5) projects relating to the scope of works with associated reference letters as proof. The tenderer has comprehensive previous experience in projects of a similar nature. The reference letters submitted must correspond to the ones listed in the table above

b) Valves and Pumps (11 Points):

Score 0	The Tenderer failed to address the Employer's request. Has not submitted the required information. Previous experience does not relate to the scope of work. The tenderer has only ONE project to demonstrate as previous experience. Has not provided a list and reference letters to substantiate experience indicated (Client name and contact details, project description, duration, and contract value)
Score 20	The Tenderer's previous experience presented has no relevance to the scope of this project and did not address any of the required categories. Tenderers generally have experience in TWO (2) projects relating to the scope of works with associated reference letters as proof. The tenderer has limited evidence of previous experience. The reference letters submitted must correspond to the ones listed in the table above
Score 40	The Tenderer's previous experience presented has some relevance to the project but lacks detail i.e. Description of previous projects, value, and references. Tenderers generally have experience in THREE (3) projects relating to the scope of <i>works</i> with associated reference letters as proof. The reference letters submitted must correspond to the ones listed in the table above
Score 60	The Tenderer's previous experience demonstrates sufficient knowledge and experience to successfully execute this project scope. Tenderers generally have experience in FOUR (4) projects relating to the scope of works with associated reference letters as proof. The tenderer has reasonable and relevant previous experience with the particular requirements of the <i>work</i> . The reference letters submitted must correspond to the ones listed in the table above

Score 80	The Tenderer's previous experience demonstrates a real understanding and substantial evidence of the ability to meet the stated project requirements. Tenderers generally have experience in FIVE (5) projects relating to the scope of works with associated reference letters as proof. The tenderer has extensive previous experience in relation to the work. The reference letters submitted must correspond to the ones listed in the table above
Score 100	The Tenderer's previous experience demonstrates real confidence and an extensive understanding in all the categories required. Tenderers generally have experience in more than five (5) projects relating to the scope of works with associated reference letters as proof. The tenderer has comprehensive previous experience in projects of a similar nature. The reference letters submitted must correspond to the ones listed in the table above

T2.2-09: Evaluation Schedule: Method Statement (21)

Note to tenderers:

The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the project's scope.

- A detailed project-specific method statement is required which includes but is not limited to the following items:
 - Installation procedure for Junction boxes, cabling, and motors and any electronic equipment at minimum covering the following aspects:
 - a) Trenching and earthworks for cableways
 - b) Installation and removal of electrical cables/wiring
 - c) Safety measures
 - d) Quality assessment
 - e) Testing and commissioning
 - f) Testing and commissioning
 - g) Labelling and Documentation
 - Installation procedure for valves and pumps, at minimum, covering the following aspects:
 - a) Foundation and Placement
 - b) Alignment process (laser)
 - c) Bolt Tightening Sequence
 - d) Torque Values.
 - e) Quality assessment
 - f) Piping and Connections
 - g) Testing and commissioning

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



	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
Junction boxes, Cabling, and Motors procedure (10 Points)	Failed to provide information. No response.	The tenderer has submitted a methodology/approach addressing 1 (one) to 2 (two) of the aspects requested.	The tenderer has submitted a methodology/approach addressing 3 (three) to 4 (four) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.	The tenderer has submitted a methodology/approach addressing 5 (five) aspects requested. The methodology or some of the aspects submitted are generic and not project specific.	The tenderer has submitted a methodology/approach addressing 6 (six) aspects. The aspects addressed in the methodology are specifically tailored to address the specific project objectives and methodology and are sufficiently flexible to accommodate changes that may occur during execution.	The tenderer has submitted a methodology/approach addressing more than 6 (six) aspects. The aspects addressed in the methodology are specifically tailored to address the specific project objectives and methodology and are sufficiently flexible to accommodate changes that may occur during execution.
Valves and Pumps Procedure (11 Points)		The tenderer has submitted a methodology/approach addressing 1 (one) to 3 (three) of the aspects requested.	The tenderer has submitted a methodology/approach addressing 4 (four) to 5 (five) of the aspects requested. The methodology or some of the aspects submitted are generic and not project specific.	The tenderer has submitted a methodology/approach addressing 6 (six) aspects requested. The methodology or some of the aspects submitted are generic and not project specific.	The tenderer has submitted a methodology/approach addressing 7 (seven) aspects. The aspects addressed in the methodology are specifically tailored to address the specific project objectives and methodology and are sufficiently flexible to accommodate changes that may occur during execution.	The tenderer has submitted a methodology/approach addressing more than 7 (seven) aspects. The aspects addressed in the methodology are specifically tailored to address the specific project objectives and methodology and are sufficiently flexible to accommodate changes that may occur during execution.



T2.2-10: Authority to submit a Tender

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



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B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

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.



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C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

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

_____ and any contract resulting from it on our behalf.

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

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

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2025/08/0010/103591/RFP

DESCRIPTION OF SUPPLY: DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

T2.2-11: 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		

Tenderers are also to evaluate any risk/s stated by the *Employer* in Contract Data Part C1, and provide possible mitigation thereof.

[illegible]

Tenders to note: Notwithstanding this information, all costs related to risk elements which are at the Contractor's risk are deemed to be included in the tenderer's offered total of the Prices.

T2.2-13: Availability of Equipment and Other Resources

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

[illegible]

T2.2-14: Schedule of Proposed Subcontractors

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

Note to tenderers:

- 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.
- 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	Percentag e 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	
	☐	☐	☐	☐	☐	☐	☐	

T2.2-15: Site Establishment Requirements

Tenderers to indicate their Site establishment area requirements:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There is a vertical margin line on the left side, creating a narrow left margin. The paper appears to be from a notebook or a standard ruled document.

T2.2-16: Valid proof of Respondent's compliance to Specific Goals evidence

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

Selected Specific Goal	Number of points allocated (20)	Number of points allocated (10)
B-BBEE Status Level of Contributor 1 or 2	04	02
30% Black Women Owned Entities	06	03
EME or QSE 51% Black Owned	10	05
Non-Compliant and/or B-BBEE level 3-8 Contributors	00	00

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

Selected Specific Goal	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
30% Black Women Owned Entities	Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned	- Audited Annual Financial - B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

Note: Tenderers who fail to submit acceptable evidence for specific goals applicable in this tender will be allocated zero (0) preference points.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2025/08/0010/103591/RFP

DESCRIPTION OF SUPPLY: DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF PORT
OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

T2.2-17: Health and Safety Questionnaire

Health, Safety Questionnaire

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

3. CERTIFICATE OF RECOGNITION

Does your company have a Certificate of Recognition?

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

4. SAFETY PROGRAM

Do you have a written safety program manual?

☐ Yes ☐ No

If Yes, provide a copy for review

Do you have a pocket safety booklet for field distribution?

☐ Yes ☐ No

If Yes, provide a copy for review

Does your safety program contain the following elements:

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

5. TRAINING PROGRAM

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

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

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

5B. Do you have a program for training newly hired or promoted supervisors? ☐ Yes ☐ No (If Yes, submit an outline for evaluation. Does it include instruction on the following:					
	Yes	No		Yes	No
EMPLOYER RESPONSIBILITIES	☐	☐	SAFETY COMMUNICATION	☐	☐
EMPLOYEE RESPONSIBILITIES	☐	☐	FIRST AID/MEDICAL PROCEDURES	☐	☐
DUE DILIGENCE	☐	☐	NEW WORKER TRAINING	☐	☐
SAFETY LEADERSHIP	☐	☐	ENVIRONMENTAL REQUIREMENTS	☐	☐
WORK REFUSALS	☐	☐	HAZARD ASSESSMENT	☐	☐
INSPECTION PROCESSES	☐	☐	PRE-JOB SAFETY INSTRUCTION	☐	☐
EMERGENCY PROCEDURES	☐	☐	DRUG & ALCOHOL POLICY	☐	☐
INCIDENT INVESTIGATION	☐	☐	PROGRESSIVE DISCIPLINARY POLICY	☐	☐
SAFE WORK PROCEDURES	☐	☐	SAFE WORK PRACTICES	☐	☐
SAFETY MEETINGS	☐	☐	NOTIFICATION REQUIREMENTS	☐	☐

6. SAFETY ACTIVITIES

Do you conduct safety inspections? Yes No Weekly Monthly Quarterly

☐ ☐ ☐ ☐ ☐

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

Who follows up on inspection action items? _____

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

Yes No Daily Weekly Biweekly

☐ ☐ ☐ ☐ ☐

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

Yes No Weekly Biweekly Monthly

☐ ☐ ☐ ☐ ☐

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

Is the process documented? ☐ Yes ☐ No

Who leads the discussion? _____

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

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

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

☐ Yes ☐ No

How does your company measure its H&S success?

- Attach separate sheet to explain

7. SAFETY STEWARDSHIP

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

	Yes	No	Monthly	Quarterly	Annually
Project/Site Manager	☐	☐	☐	☐	☐
Managing Director	☐	☐	☐	☐	☐
Safety Director/Manager	☐	☐	☐	☐	☐
/Chief Executive Officer	☐	☐	☐	☐	☐

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

	Yes	No	Monthly	Quarterly	Annually
Incidents totaled for the entire company	☐	☐	☐	☐	☐
Incidents totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman	☐	☐	☐	☐	☐

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

	Yes	No	Monthly	Quarterly	Annually
Costs totaled for the entire company	☐	☐	☐	☐	☐
Costs totaled by project	☐	☐	☐	☐	☐
• Subtotaled by superintendent	☐	☐	☐	☐	☐
• Subtotaled by foreman/general foreman	☐	☐	☐	☐	☐

7D Does your company track non-injury incidents?

	Yes	No	Monthly	Quarterly	Annually
Near Miss	☐	☐	☐	☐	☐
Property Damage	☐	☐	☐	☐	☐
Fire	☐	☐	☐	☐	☐
Security	☐	☐	☐	☐	☐
Environmental	☐	☐	☐	☐	☐

8 PERSONNEL

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

Name	Position/Title	Designation

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

Name	Address	Telephone Number

Other responsibilities:

9 REFERENCES

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

Name and Company	Address	Phone Number

T2.2-18: ANNEX G Compulsory Enterprise Questionnaire

The following particulars under 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:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 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 Contributor; 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 Contributor 1 or 2	04	02
30% Black Women Owned Entities	06	03
EME or QSE 51% Black Owned	10	05
Non-Compliant and/or B-BBEE level 3-8 Contributors	00	00
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-BBBEE status level certificate issued by an authorised body or person;
 - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
 - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (k) **"rand value"** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties.
- (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 OR 90 points is allocated for price on the following basis:

80/20 OR 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status Level of Contributor 1 or 2	B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines
30% Black Women Owned Entities	Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned	- Audited Annual Financial - B-BBEE Certificate / Sworn - Affidavit / CIPC B-BBEE Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guidelines

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

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

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

- 4.3 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.5 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.6 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.7 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National 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 1 or 2: = (maximum of 5 or 3 points)

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.

(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		NO	
-----	--	----	--

7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

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

(f) forward the matter for criminal prosecution.

WITNESSES 1. 2.	 SIGNATURE(S) OF BIDDERS(S) DATE:
--	---

BIDDER'S DISCLOSURE (SBD4)

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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.

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

2.2.1 If so, furnish particulars:

.....

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

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 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.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

T2.2-19 NON-DISCLOSURE AGREEMENT

[August 2025]

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

T2.2-20: TENDER 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 Transnet Supply Chain Management (SCM) Complaints and Allegations Office process and will be subject to the Terms of Reference of SCM Complaints and Allegations Office. Transnet Supply Chain SCM Complaints and Allegations Office 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 SCM Complaints and Allegations Office without having to follow a formal court process to have such award or decision set aside.

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

IMPORTANT NOTICE TO RESPONDENTS

- Transnet established the SCM Complaints and Allegations Office to investigate any material complaint in respect of any tenders regardless of the value. Should a Respondent have any material concern regarding a tender process, a complaint may be lodged with Transnet SCM Complaints and Allegations Office for further investigation.
- It is incumbent on the Respondent to familiarise himself/herself with the Terms of Reference for the Transnet SCM Complaints and Allegations Office, details of which are available for review at Transnet's website www.transnet.net.
- An official complaint form which will be shared upon receipt of a complaint should be completed and submitted, together with any supporting documentation, to groupscmcomplaints@transnet.net
- All Respondents 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 bidder on its List of Excluded Bidders.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2025/08/0010/103591/RFP

DESCRIPTION OF SUPPLY: DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

T2.2-21: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-22 Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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



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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-23 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.

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

Signature

Date

T2.2-24 : 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 (insert name of Company)
Authority Resolution from Board of
Directors)

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

T2.2-25 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:
- a) Random checks on compliance with quality/quantity/specifications
 - b) 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:

<table><tr><td>YES</td><td></td></tr></table>	YES		<table><tr><td>NO</td><td></td></tr></table>	NO	
YES					
NO					

T2.2-26 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	
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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 _____ 2025

Name: _____

Title: _____

Signature: _____

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-27: Insurance provided by the *Contractor*

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

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

Insurance against (See clause 84.2 of the ECC)	Name of Insurance Company	Cover	Premium
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract			
Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R5 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
(Other)			

T2.2-28: Three (3) years audited or reviewed financial statements

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

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T2.2-29 SUPPLIER DECLARATION FORM

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

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

General Terms and Conditions:

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

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

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

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



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

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

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

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

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

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

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

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2025/08/0010/103591/RFP

DESCRIPTION OF SUPPLY: DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

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

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

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

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



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SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxxx):

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

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

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



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Company Banking Details		Bank Name	
Universal Branch Code		Bank Account Number	

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

Company Contact Person Name	
Designation	
Telephone	
Email	

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

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

Does your company have a valid proof of B-BBEE status?							Yes		No			
Please indicate your Broad Based BEE status (Level 1 to 9)				1	2	3	4	5	6	7	8	9
Majority Race of Ownership												
% Black Ownership		% Black Women Ownership		% Black Disabled person(s) Ownership			% Black Youth Ownership					
% Black Unemployed		% Black People Living in Rural Areas		% Black Military Veterans								
Please Note: Please provide proof of B-BBEE status as per Appendix C and D: Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency:												



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- EMEs and QSEs with at least 51% black ownership may provide an affidavit using the templates provided in Appendix C and D respectively;
- Black Disabled person(s) ownership will only be accepted if accompanied with a certified letter signed by a physician on the physician's letterhead confirming the disability;
- A certified South African identification document will be required for all Black Youth Ownership.

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



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

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

Name and Surname		Designation	
Signature		Date	



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APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths



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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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



Definition of "Black Designated Groups"	Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"
--	--

3. I hereby declare under Oath that:

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



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

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

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

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

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp



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APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



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

3. I hereby declare under Oath that:

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



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

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

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature

.....

Date

.....

Commissioner of Oaths

Signature & stamp



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VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

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:

DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

The offered total of the Prices exclusive of VAT is	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: Works Information
Part C4	Site Information

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

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

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

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

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CONTRACT NUMBER: TNPA/2025/08/0010/103591/RFP

DESCRIPTION OF THE WORKS: DESIGN, DEVELOPMENT, SUPPLY, INSTALLATION AND COMMISSIONING OF PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

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

Signature(s)

Name(s)

Capacity

**for the
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &
signature of
witness

Date

Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		

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

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

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

C1.2 Contract Data

Part one - Data provided by the *Employer*

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

	Address	Registered address: Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
	Having elected its Contractual Address for the purposes of this contract as:	Transnet National Ports Authority South Arm Road Port of Cape Town V & A Waterfront 8001
10.1	The <i>Project Manager</i> is: (Name)	TBA
	Address	TBA
	Tel	TBA
	e-mail	TBA
10.1	The <i>Supervisor</i> is: (Name)	TBA
	Address	TBA
	Tel No.	TBA
	e-mail	TBA
11.2(13)	The <i>works</i> are	Design, development, supply, installation and commissioning of Port of Cape Town Robinson Dry Dock Dewatering system
11.2(14)	The following matters will be included in the Risk Register	Risks will be managed by both parties as they arise
11.2(15)	The <i>boundaries of the site</i> are	Port Of Cape Town Robinson Dry Dock
11.2(16)	The Site Information is in	Part C4
11.2(19)	The Works Information is in	Part C3
12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Two (2) weeks

2	The <i>Contractor's</i> main responsibilities	No additional data is required for this section of the <i>conditions of contract</i>.	
3	Time		
11.2(3)	The <i>completion date</i> for the whole of the <i>works</i> is	Three (3) months after the starting date	
11.2(9)	The <i>key dates</i> and the <i>conditions</i> to be met are:	Condition to be met	key date
		1	
		2	
		3	
30.1	The <i>access dates</i> are	Part of the Site	Date
		1	
		2	
		3	
31.1	The <i>Contractor</i> is to submit a first programme for acceptance within	2 weeks of the Contract Date.	
31.2	The <i>starting date</i> is	TBA	
32.2	The <i>Contractor</i> submits revised programmes at intervals no longer than	Two (2) weeks.	
35.1	The <i>Employer</i> is not willing to take over the <i>works</i> before the Completion Date.		
4	Testing and Defects		
42.2	The <i>defects date</i> is	Fifty-two (52) weeks after Completion of the whole of the <i>works</i>.	
43.2	The <i>defect correction period</i> is	Two (2) weeks	
5	Payment		
50.1	The <i>assessment interval</i> is monthly on the	On the eighteenth (18th) day of each successive month.	
51.1	The <i>currency of this contract</i> is the	South African Rand.	

51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.
51.4	The <i>interest rate</i> is	the prime lending rate of Standard Bank of South Africa.
6	Compensation events	
60.1(13)	The <i>weather measurements</i> to be recorded for each calendar month are,	the cumulative rainfall (mm) the number of days with rainfall more than 10 mm the number of days with minimum air temperature less than 0 degrees Celsius the number of days with snow lying at 08:00 hours South African Time Only the difference between the weather measurement and the weather which the weather data show to occur on average less frequently than once in ten years is taken into account.
	The place where weather is to be recorded (on the Site) is:	Port of Cape Town
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at:	Contact site
	and which are available from:	South African Weather Service 012 367 6023 or info3@weathersa.co.za.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks and insurance	
80.1	These are additional <i>Employer's</i> risks	Risks will be managed by both parties as they arise

84.1	The <i>Employer</i> provides these insurances from the Insurance Table	
1	Insurance against:	Loss of or damage to the <i>works</i>, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability.
	Cover / indemnity:	to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	as stated in the insurance policy for Contract Works / Public Liability
2	Insurance against:	Loss of or damage to property (except the <i>works</i>, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are	as stated in the insurance policy for Contract Works / Public Liability
3	Insurance against:	Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability
	Cover / indemnity	Is to the extent as stated in the insurance policy for Contract Works / Public Liability
	The deductibles are:	As stated in the insurance policy for Contract Works / Public Liability
4	Insurance against:	Contract Works SASRIA insurance subject to the terms, exceptions and conditions of the SASRIA coupon
	Cover / indemnity	Cover / indemnity is to the extent provided by the SASRIA coupon

The deductibles are	The deductibles are, in respect of each and every theft claim, 0,1% of the contract value subject to a minimum of R2,500 and a maximum of R25,000.
Note:	The deductibles for the insurance as stated above are listed in the document titled "Certificate of Insurance: Transnet (SOC) Limited Principal Controlled Insurance."
84.1 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is The <i>Contractor</i> provides these additional Insurances	The <i>Contractor</i> must comply at a minimum with the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 as amended. 1 Where the contract requires that the design of any part of the <i>works</i> shall be provided by the <i>Contractor</i> the <i>Contractor</i> shall satisfy the <i>Employer</i> that professional indemnity insurance cover in connection therewith has been affected 2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the <i>works</i> at premises other than the site, the <i>Contractor</i> shall satisfy the <i>Employer</i> that such plant & materials, components or other goods for incorporation in the <i>works</i> are adequately insured during manufacture and/or fabrication and transportation to the site. 3 Should the <i>Employer</i> have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the <i>Contractor's</i> policies of insurance as well as those of any sub-contractor

		4 Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger and Unauthorised Passenger Liability indemnity with a minimum indemnity limit of R 5 000 000. 5 The insurance coverage referred to in 1, 2, 3, 4, above shall be obtained from an insurer(s) in terms of an insurance policy approved by the <i>Employer</i>. The <i>Contractor</i> shall arrange with the insurer to submit to the <i>Project Manager</i> the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the <i>Contractor</i>.
9	Termination	There is no additional Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause	
B	Priced contract with Bill of Quantities	No additional data is required for this Option.
60.6	The <i>method of measurement</i> is	The Bill of Quantities have been measured in accordance with SANS 1200 unless indicated otherwise.
11	Data for Option W1	
W1.1	The <i>Adjudicator</i> is	Both parties will agree as and when a dispute arises. If the parties cannot reach an agreement on the <i>Adjudicator</i> , the Chairman of the Association of Arbitrators will appoint an <i>Adjudicator</i> .
W1.2(3)	The <i>Adjudicator nominating body</i> is:	The Chairman of the Association of Arbitrators (Southern Africa)

	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 Rules for the Conduct of Arbitrations of the Association of Arbitrators (Southern Africa)
	The place where arbitration is to be held is	Cape Town, South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	The Chairman of the Association of Arbitrators (Southern Africa)
	- if the arbitration procedure does not state who selects an arbitrator, is	
12	Data for secondary Option clauses	
X1	Price adjustment for inflation	
X1.1(a)	The <i>base date</i> for indices is	August 2025
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	Pro-Portion linked to index Index prepared by

0.30	Labour (People)	The Consumer Price Index (CPI) for "All Items" in Table 1 (Consumer price indices for the total country) of the Statistical Release P0141 "Consumer Price Index - Additional Tables" published by Statistics South Africa. (Link- http://www.statssa.gov.za/?page_id=1854&PPN=P0141)
0.15	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. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1)

0.15	Material (Civil)	The "Civil Engineering Material - Total" index in Table 6 (Civil engineering material price indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa. (Link – http://www.statssa.gov.za/?page_id=1854&PPN=P0151.1); and
0.36	Material (Electrical)	The "Electrical Engineering" index in Table 5 (Mechanical and Electrical Engineering Input Price Indices) of the Statistical Release P0151.1 "Construction Materials Price Indices" published by Statistics South Africa.

		0.03	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.
		0.01	Fuel	The "Diesel" index in Table 1 (PPI for final manufactured goods) of the Statistical Release P0142.1 "Producer Price Index" published by Statistics South Africa. (Link - http://www.statssa.gov.za/?page_id=1854&PPN=P0142.1)
		1.00		
		0.15	Non-adjustable	
	*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices			
X2	Changes in the law	Compensation Event if it occurs after the Contract Date		
X7	Delay damages	Ten percent (10%) of the Total amount per day		

X7.1	Delay damages for Completion of the whole of the <i>works</i> are	To be equated to the actual monetary loss of Transnet per day
X16	Retention	
X16.1	The retention free amount is	Nil
	The retention percentage is	10% on all payments certified.
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:	Nil (this is the default position depending on a risk assessment, therefore this can go up to Total of the Prices)
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to:	The deductible of the relevant insurance policy
X18.3	The <i>Contractor's</i> liability for Defects due to his design which are not listed on the Defects Certificate is limited to:	The cost of correcting the Defect
X18.4	The <i>Contractor's</i> total liability to the <i>Employer</i> for all matters arising under or in connection with this contract, other than excluded matters, is limited to:	The Total of the Prices
X18.5	The <i>end of liability date</i> is	5 years after Completion of the whole of the <i>works</i>
Z	<i>Additional conditions of contract are:</i>	

Z1 Additional clauses relating to Joint Venture

Z1.1

Insert the additional core clause 27.5

27.5. In the instance that the *Contractor* is a joint venture, the *Contractor* shall provide the *Employer* with a certified copy of its signed joint venture agreement, and in the instance that the joint venture is an 'Incorporated Joint Venture,' the Memorandum of Incorporation, within 4 (four) weeks of the Contract Date. The Joint Venture agreement shall contain but not be limited to the following:

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

		constituents to provide the Works. Financial requirements for the Joint Venture: iv. the working capital requirements for the Joint Venture and the extent to which and manner whereby this will be provided and/or guaranteed by the constituents from time to time; v. the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.
Z1.2		Insert additional core clause 27.6 27.6. The <i>Contractor</i> shall not alter its composition or legal status of the Joint Venture without the prior approval of the <i>Employer</i>.
Z2	Additional obligations in respect of Termination	
Z2.1		The following will be included under core clause 91.1: In the second main bullet, after the word 'partnership' add 'joint venture whether incorporate or otherwise (including any constituent of the joint venture)' and Under the second main bullet, insert the following additional bullets after the last sub-bullet: commenced business rescue proceedings (R22) repudiated this Contract (R23)

Z2.2	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"
Z2.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z3	Right Reserved by the <i>Employer</i> to Conduct Vetting through SSA	
Z3.1		The <i>Employer</i> reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any <i>Contractor</i> who has access to National Key Points for the following without limitations: 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.
Z4	Additional Clause Relating to Collusion in the Construction Industry	
Z4.1		The contract award is made without prejudice to any rights the <i>Employer</i> may have to take appropriate action later with regard to any declared tender rigging including blacklisting.

Z5 Protection of Personal Information Act

Z5.1

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.

C1.2 Contract Data

Part two - Data provided by the *Contractor*

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

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

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

		CV's (and further key persons data including CVs) are appended to Tender Schedule entitled
11.2(14)	The following matters will be included in the Risk Register	
31.1	The programme identified in the Contract Data is	
B	Priced contract with bill of quantities	
11.2(21)	The <i>bill of quantities</i> is in	
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT

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

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

PART 2: PRICING DATA

Document reference	Title	No of pages
C2.1	Pricing instructions: Option A	3
C2.2	Pricing Schedule – Activity Schedule	12

C2.1 Pricing instructions: Option A

1. The *conditions of contract*

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

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

Identified 11

and

defined
terms

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

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

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

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

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

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

1.2 Measurement and Payment

- 1.2.1 The **Activity Schedule** provides the basis of all valuations of the Price for Work Done to Date, payments in multiple currencies, price adjustments for inflation and general progress monitoring.
- 1.2.2 The amount due at each assessment date is based on **completed activities and/or milestones** as indicated on the Pricing Schedule.
- 1.2.3 The Pricing Schedule work breakdown structure provided by the *Contractor* is based on the Pricing Schedule provided by the *Employer*. The activities listed by the *Employer* are the minimum activities acceptable and identify the specific activities which are required to achieve Completion. The Pricing schedule work breakdown structure is compiled to the satisfaction of the *Project Manager* with any additions and/or amendments deemed necessary.
- 1.2.4 The *Contractor's* detailed Pricing Schedule summates back to the Pricing Schedule provided by the *Employer* and is in sufficient detail to monitor completion of activities related to assessing the amount due:
- 1.2.5 The amount due is the price Work Done to Date plus other amounts to be paid to the contractor less amounts to be paid by or retained from the contractor. Any tax which the law requires the Employer to pay to the Contractor included in the amount due.

2. Function of the Activity Schedule

Clause 54.1 in Option A states: "Information in the Activity Schedule is not Works Information or Site Information". This confirms that specifications and descriptions of the work or any constraints on how it is to be done are not included in the Activity Schedule but in the Works Information. This is further confirmed by Clause 20.1 which states, "The Contractor Provides the Works in accordance with the Works Information". Hence the Contractor does not Provide the Works in accordance with the Activity Schedule. The Activity Schedule is only a pricing document.

C2.2 Pricing Schedule – Activity Schedule

Item	Description	Unit	Quantity	Rate	Amount
	<u>SECTION 1</u> <u>PRELIMINARY AND GENERAL</u> PREAMBLES Fixed preliminary items Fixed preliminary items will be valuated and paid on a proven cost basis up to the total value Time related preliminary items Time related preliminary items will be paid on the proportion of: Value of the price of work done to date per the Project Manager's assessment (excluding activities related to materials, escalation, and compensation events) over the contract value excluding preliminaries costs <u>FIXED-CHARGE ITEMS</u> <u>Contractual requirements</u>				
1	Permits and Site Access	Sum	1		
2	Establishment of Facilities on the Site	Sum	1		
3	Supply and install electrical connection on site camp	Sum	1		

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Item	Description	Unit	Quantity	Rate	Amount
4	Supply and install a water connection to site camp	Sum	1		
5	Removal of site establishment.	Sum	1		
6	Rehabilitation of site	Sum	1		
7	Cost for compliance to Environmental Management Plan	Sum	1		
8	Tools and Equipment	Sum	1		
9	Cost for compliance to construction regulation	Sum	1		
10	All other contractual obligations	Sum	1		
11	Cost compliance to Health & safety and Quality regulation.	Sum	1		
<u>TIME-RELATED ITEMS</u>					
12	Company and head office overhead costs for duration of construction.	Months	3		
13	On site staff	Months	3		
14	Supervision for the duration of the project.	Months	3		
15	Office for site employees	Months	3		
16	Lockable site office for the use of Employer's staff (minimum size 3m x 5m) including the following services: Daily cleaning, 230V AC power, telecommunication facilities, office furniture (minimum of 2).	Months	3		

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Item	Description	Unit	Quantity	Rate	Amount
17	Ablution and latrine facilities	Months	3		
18	Provision of water and electricity	Months	3		
19	On site security to protect the contractor's assets	Months	3		
20	Cost for compliance to Health and Safety regulation	Months	3		
21	Cost for compliance to Environmental Management Plan	Months	3		
22	Cost for compliance to Quality Management Plan	Months	3		
23	Provision of Waste bins	Months	3		
24	Tools, equipment and machinery	Months	3		
Total of Section 1 Carried Forward to Final Summary					

Item	Description	Unit	Quantity	Rate	Amount
1	<u>SECTION 2: PUMPS</u>				
	Manufacture, supply and install New RIO MCC distribution panel. MCC cubicle as per design made of SS316 1mm thick. 1000mm W x 1800mm H and 450mm D with hinged panel entry door. All buckets will have the following: 1st Tier will house 3 separates of 300mm x 300mm bucket for drainer pump 1 & 2 and the 3rd will house the seepage pump. Local stop start push button to be provided on front. MPB handle; driver, Shaft 400mm; shaft alignment ring; shaft support, ABB aux contact 1SBN010140R1022; Start 1SFA619199R1107 CP9-1107 Pushbutton; Stop CP9-1087 1SFA619199R1087 CP9-1087 Pushbutton. Seepage pump isolator ABB 1sam350000r1009 and drainer pump Main isolator ABB 1sam350000r1015 (2 off); 10 of suitable sized terminal connectors mounted on 200mm long din rail. 2nd Tier will house HMI (6AV2124-0QC02-0AX1) with ABB MPET4-20R-12 Emergency stop-1SFA611523R2091; UPS as specified on item 39. Measurement of bucket is + 700mm Lx 450mm H	ea.	1		
		ea.	1		

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Item	Description	Unit	Quantity	Rate	Amount
	3rd tier will house the relocated RIO backplane. 1000mm L x 1000mmH. The main pump1 and main pump 2 start and stop will be housed in the 300mmx 300mm bucket.				
	The following junction box schematics will be shared which reflect the above requirements as described in #1				
2	Junction Box 2 (Seepage pump) - Provide SS 316 enclosure 400(H) x 295 (W) x 195(D). Local stop start push button to be provided on front.	ea.	2		
3	Junction Box 3 (Seepage pump)- Provide SS 316 enclosure 400(H) x 295(W) x 195(D). Local stop start push button to be provided on front.	ea.	2		
4	Junction Box 4 (Main pump) - Provide SS 316 enclosure 800(H) x 600(W) x 245(D). Fitted with ABB isolator OT630E03 - 630A and motor aux termination temp and other.	ea.	2		
5	Junction Box 5 (Additional)- The OEM distribution does not align to the Client requirements. The Requirement is to provide SS 316 enclosure 800(H) x 600(W) x 245 (D) to terminate all additional termination from the field as excluded from Client requirement or design.	ea.	2		

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Item	Description	Unit	Quantity	Rate	Amount
6	Cabling from JB to RIO- find (attachment Control cable Schedule (all cables will run from relocated JB` s) Junction Box 1- Provide WeidmullerA2C 4 terminal connectors- 100 terminated to remote I/O (RIO): 24 pair screened, 1.5mmsq length of 100meter 8 pair screened, 1.5mmsq length of 100meter 64 pair screened, 1.5mmsq length of 100meter 8 pair screened, 1.5mmsq length of 100meter 2 pair screened, 1.5mmsq length of 100meter 8 pair screened, 1.5mmsq length of 100meter 2 pair screened, 1.5mmsq length of 100meter 4 pair screened, 1.5mmsq length of 100meter 4 core SWA 95mmsq ECC length of 500meter 4 core SWA 10mm sq ECC length of 200 meter 4 core SWA 16 mm sq ECC length of 500 meter.	ea.	1		
7	Cabling from JB2 to RIO- find attachment Control cable	ea.	1		

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Item	Description	Unit	Quantity	Rate	Amount
	Schedule (all cables will run from relocated JB` s) Junction Box 2- Provide WeidmullerA2C 4 terminal connectors- 100 terminated to remote I/O (RIO): 16 pair screened, 1.5mmsq length of 100meter 8 pair screened, 1.5mmsq length of 100meter 2 pair screened, 1.5mmsq length of 100meter 8 pair screened, 1.5mmsq length of 100meter 2 pair screened, 1.5mmsq length of 100meter 8 pair screened, 1.5mmsq length of 100meter 2 pair screened, 1.5mmsq length of 100meter 4 pair screened, 1.5mmsq length of 100meter				
8	Cable replacement – refer to Control cable schedule. Cable JB1 to field instrumentation as per list attached. All cable to run from and to relocated JB seepage pump, Drainer pump and Main pump. Cable to and from pumphouse base may be joint and rerouted to RIO. Safely break out 1 sqm of brick wall behind RIO JB and reinstate on completion of works.	Prov sum	1		
9	Cable replacement – refer to Control cable schedule.	Prov sum	1		

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Item	Description	Unit	Quantity	Rate	Amount
	Cable JB2 to field instrumentation as per list attached. All cable to run from and to relocated JB seepage pump, Drainer pump and Main pump. Cable to and from pumphouse base may be joint and rerouted to RIO.				
10	Supply, calibrate and install Endress+Hauser RIA15 communication unit	ea.	2		
11	Replace SK1121-1AB40 unit in RIO with wiring of 3 inputs and two outputs	ea.	1		
12	Replace Drainer pump motor 15KW ABB motor IE2 M2BAX160MLB4 Marine type Motor coupling rubber to be replaced with new- sample available on removal. 400VAC, 50Hz, 1460rpm, 15KW, 20Hp, 29.5A, 0.81Cos, Eff 90.6, Duty S1 Install all RTD sensors and vibration sensors as per original.	ea.	2		
13	Disconnect and remove existing ABB isolator in Main pump 1 & 2 JB and replace/install new: ABB OT630E03- 630A 50Hz (with aux switch)	ea.	3		
14	Note for all actuators-Mechanically remove and disconnect electrically	ea.	2		

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Item	Description	Unit	Quantity	Rate	Amount
15	Actuators in pump house and replace with: AUMA actuator SQ07.2F05-F07 Order nr 23104473. No 3422NS73069; t:32; s/90 degrees; T close/open :100-300Nm. Unit to be replaced with Profinet capability and integrated into PLC program.	ea.	2		
16	Mechanically remove and disconnect electrically Actuators in pump house and replace with: DREHMO Top motor/TENV actuator Motor Type DIM 120 B3-80. Motor nr 5045909, Motor type TM1.07003; 400V; 3.1A; 1.5KW; 2710rpm. Unit to be replaced with Profinet capability and integrated into PLC program. Cable termination to be IP68.	ea.	2		
17	Remove mechanically and electrically Flow Switch Endress+Hauser DTT31 and install new. Cable neoprene/similar termination to be IP68.	ea.	2		
18	Remove mechanically and electrically Flow Switch Endress+Hauser T150 and install new. Cable neoprene/similar termination to be IP68.	ea.	2		
18	Remove mechanically and electrically Flow Switch Endress+Hauser Niv tester FTW325-A2A1A and install new.	ea.	2		

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Item	Description	Unit	Quantity	Rate	Amount
19	neoprene/similar Cable termination to be IP68. Remove mechanically and electrically Water pilot FMX21-3M5V8/0 with 30m neoprene/similar cable and install new. Cable termination to be IP68.	ea.	2		
20	Remove mechanically and electrically Liquid float FTS20 with 30m neoprene/similar cable and install new. Cable termination to be IP68.	ea.	4		
21	Remove mechanically and electrically Liquipoint FTW32 - A1D5AA0A with 30m neoprene/similar cable and install new. Cable termination to be IP68.	ea.	3		
22	Remove mechanically and electrically Pressure Transmitter Cerabar PMC11 PMC11-4RV3/0 with 30m neoprene/similar cable and install new. Cable termination to be IP68.	ea.	5		
23	Supply and fit HMI (6AV2124-0QC02-0AX1) on new RIO panel.	ea.	1		
24	Supply and install mechanically Grindex Minette Inox (SS) 2.6KW pump with 30 meter leading cable (confirm requirement for saltwater conditions/environment).	ea.	1		

TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2025/08/0010/103591/RFP

DESCRIPTION OF THE WORKS: DESIGN, DEVELOPMENT, SUPPLY, INSTALL, MAINTAIN, AND COMMISSIONING OF PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

Item	Description	Unit	Quantity	Rate	Amount
25	Provide Experienced Siemens Certified System integrator familiar with equipment and software to commission any equipment requiring calibration or reinitiation into 1500 PLC program or 3 rd party software.	Prov sum	1		
26	Supply and install fiber optic 12 core cable length of 400meters from MCC room to penstock valve RTU. Terminate both end in fibre distribution box and connect to SFP to ethernet converter. This is networked to existing Siemens switch at S7-1500 PLC and RTU at penstock valve control.	ea.	1		
27	All pumphouse instrumentation and equipment- i.e flow, actuator and pressure cable termination will be terminated to allow for the highest IP (min IP68) rating. The cables will run from the relocated JB/RIO to the sensors.	No.	20		
28	The requirement to replace the current type pumphouse actuator analog feedback with Profinet requires that a TCP/IP CAT6 cable be installed and connected to the Profinet type actuator. This then requires the actuator HW config and status and feedback to be included and commissioned on the S7-1500 PLC	ea.	1		
29	During commissioning all hardware and software are to be compared and any differences in schematics are to be corrected. The client has found misalignment.	ea.	1		

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DESCRIPTION OF THE WORKS: DESIGN, DEVELOPMENT, SUPPLY, INSTALL, MAINTAIN, AND COMMISSIONING OF PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

Item	Description	Unit	Quantity	Rate	Amount
30	Commission SMS unit with Client APN unit and access.	ea.	1		
31	Provide all 'as built', 'red line', and other drawings. This includes all relevant changes approved by the Client	ea.	1		
32	CCTV- EZVIZ H90 Dual 2K high-resolution camera to be mounted and connected from the Pumphouse to the Control room. Outdoor Security Camera with Night Vision Connectivity (Compatible with Mobile)	ea.	3		
33	Simocode with current monitoring sized for 15KW motor and 3KW motor (3). This then requires the Simocode HW config status and feedback to be included and commissioned on the S7-1500 PLC. Refer to drawing MCC pg. 9, 11 & 13 for seepage, and 2x drainer pump. 3UF7011-1AB00-0 3UF7111-1AA01-0	ea.	5		
34	Supply and deliver Sewer Sealing, Testing Bladder with ½ inch Bypass(21TIDKABH5001000) (KABH500-100) DN 500-100(20inch-40 inch) 1-0.5Bar with a compatible compressor	ea.	1		
35	Supply, deliver and install mechanically 800mm ND Butterfly valve- The valve body should be SANS 936 SG50 equivalent to	ea.	2		

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Item	Description	Unit	Quantity	Rate	Amount
36	Meehanite with aluminum bronze. With M24 bolts galvanized. The valve must be manufactured according to the Classification Society (See attached annexure of the SAMSA-recognized organization). Bolts and sealant to be provided by service provider during installation. Supply and install mechanically & electrically Seepage pump: Flygt 2720 2.2KW · 21.6m³/hr. (6l/s) @8m total Dynamic head · Nominal voltage of 400V or 230V · IP 68 Enclosure class · Impeller- high chromium cast iron / Stainless steel 316. · Pump shaft- Stainless steel 316 · Casing – Aluminum or better to suit · Auxiliaries-Stainless steel 316 or better to suit · Supplied with suitable sized flexible cable of 30 meter	ea.	1		
37	Remove existing floor covering and replace with suitable or same covering.	m2	25		
38	Remove and install new pumphouse lighting BekaSchreder VLN LED N1 144LED NW-46W-7760lm 220-240V 50/60Hz IP65 4 foot	ea.	8		

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DESCRIPTION OF THE WORKS: DESIGN, DEVELOPMENT, SUPPLY, INSTALL, MAINTAIN, AND COMMISSIONING OF PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

Item	Description	Unit	Quantity	Rate	Amount
39	Replace UPS 1600 controller and battery pack 2 off (Main PLC cabinet and RIO cabinet) 6EP4136-3AC00-2YA0 6EP4133-0GA00-0AY0 6EP4136-3AC00-2YA0 6EP4135-0GL00-0AY0	No	1 1 1 1		
40	Supply, mechanically remove and fit new non-return valve for seepage pump. DN80, PN25, stainless steel	ea.	1		
41	Supply and install 20KW 3 Phase Hybrid Inverter. With battery solution for 1 hr. full load- TBA due to limited space. Installation to be according to SANS10142-1 and Generative equipment or alternative supply.	ea.	1		
42	Electrically include and replace CTRR-DD-VF/VS/VD-01 TO 04 WITH motor protection, CLASS 10 Circuit breaker 3RV2011-1JA25 and Simocode monitoring unit. 3UF7011-1AB00-0 3UF7111-1AA01-0 Reference Drawing MCC Actuated valve pg. 7.	No	10		
	Main Pump repairs(Provide OEM warranty on repairs)		1		
43	Remove round steel cover plate from main dewatering pump 1 & 2. With approval via TNPA to VA Waterfront, remove the restaurant floor cover plates. Access the				

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Item	Description	Unit	Quantity	Rate	Amount
	pumphouse. Use existing hoist in restaurant to safely hoist main pump from enclosure. Place pump for inspection if space allow. If space does not allow, remove pump completely from enclosure unto load certified trolley and transfer to works area. Inspect pump and cable prior to any work required. Remove and relocate pump to work area for strip and bake if water ingress is confirmed. Minimum requirements on Main pump: provide a report before any of the below commences Strip, wash and bake motor. Replace mechanical seals and all the seals and gasket. Replace bearings and wear rings Refurbish pump casing Assembling after test is positive and pump tested. Replace the existing cable with a longer cable that allows it to be connected in new JB next to RIO. Reinstallation of Main pumps: The return of the main pumps incorporate the reverse of the removal process.				
			1		
			1		
			1		
44.	All components removed to be replaced to provide a sealed enclosure after installing main pump.		2		
45	Provide Schneider SI to inspect and test 320KW drive		2		
46.			9		

TRANSNET NATIONAL PORTS AUTHORITY
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 DESCRIPTION OF THE WORKS: DESIGN, DEVELOPMENT, SUPPLY, INSTALL, MAINTAIN, AND COMMISSIONING OF
 PORT OF CAPE TOWN ROBINSON DRY DOCK DEWATERING SYSTEM FOR A PERIOD OF THREE (3) MONTHS

Item	Description	Unit	Quantity	Rate	Amount
47.	Supply, install, commission new 320KW drive. Optional Siemens.	m	50		
	All JB paneling to be marine coated electrical orange.				
	Cable racking 600mm				
48	Provide Diving Services As and When	Per call out			
	.				
Total of Section 2 Carried Forward to Final Summary					

SECTION NO.	FINAL SUMMARY	AMOUNT
1	Total Brought from Section 1 (PRELIMINARIES & GENERAL)	
2	Toal Brought from Section 2 (PUMPS)	
TOTAL EXCLUDING VAT CARRIED TO FORM OF OFFER AND ACCEPTANCE		

PART C3: SCOPE OF WORK

Document reference	Title	No of page
	<i>This cover page</i>	1
C3.1	<i>Employer's Works Information</i>	4-31
<i>Annexure A</i>	<i>SAMSA recognised organisation</i>	
<i>Annexure H:</i>	<i>Particular Electrical Specification</i>	
<i>Annexure G:</i>	<i>Standard Electrical Specification</i>	
<i>Annexure I:</i>	<i>MCC Design Schedules</i>	
Total number of pages		

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C3.1 EMPLOYER'S WORKS INFORMATION

Contents

SECTION 1

1 Description of the *works*

1.1 Executive Overview

The *works* that the *Contractor* is to perform *involve* repairing and replacing the damaged dewatering system equipment with the same or modern technology to bring RDD back to its original operation and efficiency. The Works include:

- Perform eyeball inspection and provide repair and replacement specifications.
- Confirm 'Client List- scope of works 'of all defects for approval by Client,
- Decommissioning, dismantling, and transportation of the existing dewatering system equipment, for repair and return equipment when completely repaired, with test results.
- Procurement of all replacement material and equipment for the complete installation and commissioning of the new dewatering system,
- Re-route the entire cabling system, including breaking through the walls to remove the old cabling.
- The contractor will be responsible for a 12-month defects liability period during which they will perform maintenance on the equipment until it is handed over to TNPA.
- Provide a suitably qualified team for the site installation, commissioning, and handover of the new dewatering system, including divers.

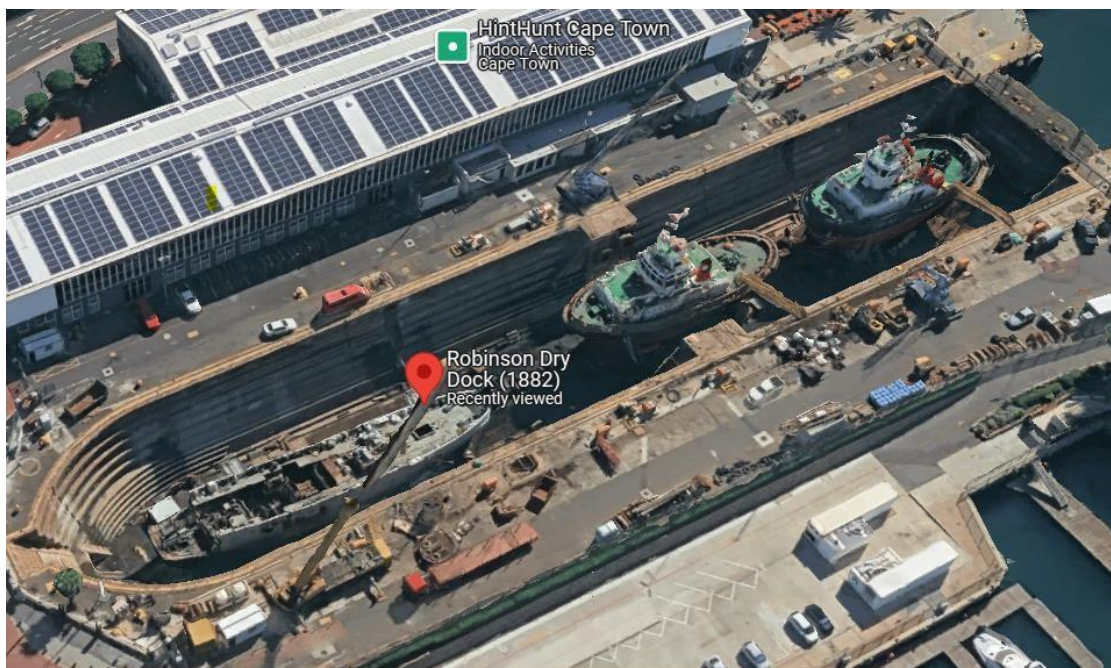


Figure 1: Robinson Drydock layout

1.2 *Employer's objectives*

The *Employer's* objectives are to acquire the services of a suitably qualified and resourced contractor to repair and replace damaged components and equipment within the affected pumphouse area. The Contractor is to procure all materials and equipment and execute all the works associated with the Robinson Dry Dock (RDD) dewatering system repairs project as listed in the Pricing data.

1.3 Interpretation and terminology

The following abbreviations are used in this Works Information:

Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CIRP	Contractor's Industrial Relations Practitioner
CR	Construction Regulation
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings
ECSA	Engineering Council of South Africa
EO	Environmental Officer
EPC	Energy Performance Certificate
HAZ	Hazardous Area Zone
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IB	Inspection Body
IP	Industrial Participation
Abbreviation	Meaning given to the abbreviation
AIA	Authorised Inspection Authority
BBBEE	Broad Based Black Economic Empowerment
CEMP	Construction Environmental Management Plan
CDR	Contractor Documentation Register
CDS	Contractor Documentation Schedule
CIRP	Contractor's Industrial Relations Practitioner
CR	Construction Regulation
CRL	Contractor Review Label
CSHEO	Contractor's Safety, Health and Environmental Officer
CM	Construction Manager
DTI	Department of Trade and Industry
DWG	Drawings

ECSA	Engineering Council of South Africa
EO	Environmental Officer
EPC	Energy Performance Certificate
HAZ	Hazardous Area Zone
HAZOP	Hazard and Operability Study
HSSP	Health and Safety Surveillance Plan
INC	Independent Nominated Consultant
IB	Inspection Body
IP	Industrial Participation
IR	Industrial Relations
IPP	Industrial Participation Policy
IPO	Industrial Participation Obligation
IPS	Industrial Participation Secretariat
IRCC	Industrial Relations Co-ordinating Committee
JSA	Job Safety Analysis
LED	Light Emitting Diode
Native	Original electronic file format of documentation
PES	Project Environmental Specifications
PHA	Preliminary Hazard Assessment
PIRM	Project Industrial Relations Manager
PIRPMP	Project Industrial Relations Policy and Management Plan

2 Engineering and the *Contractor's* design

2.1 *Employer's RDD technical design and Specification*

The Employer avails all drawings and specifications developed in the Detailed Design as follows:

Drawing Number	Drawing Title	Revision
PF07/2021	Electrical Schematics-MCC 20022023	0
11-311-03-02	Dewatering system piping	0
800 DAX2B	Butterfly valve	0

Table 1. Employer's RDD Design Reports Documents

The Employer's Specifications for Electrical Works are described in the following documents. The Contractor shall be required to execute the works in accordance with the following specifications:

- ANNEXURE H: Particular Electrical Specification
- ANNEXURE G: Standard Electrical Specification
- ANNEXURE I: MCC Design Schedules

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

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

- The Contractor will undertake a detailed design layout for the new elevated panel mountings only.
- The Contractor undertakes to repair and replace all aspects of the Employer's RDD Design to the "Issue for Construction" level; and assumes all professional liability for the performance against design intent.
- In cases where specific duties and/or performance criteria are provided, the Contractor shall use such duties and performance criteria for tender purposes only. The final duties and performance criteria shall be determined by the Contractor.

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

General Requirements for the Contractor Design Documents:

- a) This section refers to the requirements relating to the information and drawings to be submitted by the Contractor for acceptance and/or approval by the Employer prior to purchase and manufacture of any plant or equipment.
- b) Three hard copies and a soft (PDF) copy of any document for acceptance and/or approval by the Employer shall always be submitted.
- c) A register of all documents submitted for acceptance and/or approval shall be kept up to date and provided with each submission.
- d) All drawings shall be to scale and prepared according to the latest issue of SANS 10111, or equivalent.
- e) All Layout and General Arrangement drawings shall be A1.
- f) Each submission of the Contractor's documentation shall be accompanied by a Contractor's Notice stating such readiness for review.
- g) All submissions for acceptance and/or approval shall be signed by the Contractor's competent person to indicate approval from his side.
- h) The Contractor shall submit all their design documentation to the Engineers or the Project Manager for review and acceptance. The Employer undertakes to review and accept the design documentation within a period of 2 (two) weeks.
- i) On receipt of the reviewed documentation, the Contractor shall make any modifications as requested or marked up and resubmit the revised documentation to the Project Manager within two weeks. Queries regarding comments or changes shall be addressed with the Project Manager prior to resubmittal.

- j) Any resubmittals, which do not include the changes or comments as indicated by the Employer, will be returned to the Contractor to be corrected. The Contractor shall re-issue the revised documentation incorporating all comments and other specified details not included in the previous issue within two working days of receipt of the marked-up document.
- k) The Contractor's documentation shall be issued to the Project Manager under cover of the Contractor's Transmittal Note, indicating all Contract references (i.e., Project No, Contract No, etc.) as well as the Contractor's Project Document Number, Revision Number, Title, and chronological listing of transmitted documentation. The formats of Contractor data submitted are dependent on the project procedure and shall be specified by the Project Manager, upon the notified request of the Contractor.
- l) The Contractor shall also provide any design package software files to the Employer, in the format specified by the Employer, if so requested, in order to review and/or verify drawings and designs.
- m) Acceptance of documentation will in no way relieve the Contractor of his responsibility for the correctness of information or conformance with his obligation to provide the works. This obligation vests solely with the Contractor

2.4 The Contractors' Documents Required Before Site Execution

- a) The Contractor shall, no later than 2 weeks of project kick-off, submit the following execution plans for review and acceptance by the Employer:

Table 4. Contractor's Documents Required Before Site Establishment

<u>Item No</u>	<u>Description of Contractor's Document</u>
1	Procurement Plan
1.1	• Procurement plan showing major events such as critical OEM equipment and any other long lead items. The plan shall show for each event the following: ○ Date of Order Placement, ○ Fabrication schedule identifying all critical factory acceptance tests (FAT's) and QCP inspection dates where applicable, and ○ Site delivery schedules showing date of arrival on site
2	Fabrication Quality Data Pack
2.1	• Fabrication quality files for fabricated items including: Pumps & valves
3	Environmental Management File

Item No	Description of Contractor's Document
3.1	Complete the Environmental Management File in accordance with the requirements of the Transnet Environmental Governance Framework and any additional requirements advised by the Employer's Environmental Manager/ Specialist.
4	Commissioning Plans
4.1	Commissioning management plans that conform to Section 3 of the General Standards Specifications: Training, Testing, and Commissioning. The contractor's attention is especially drawn to the requirement for a 30-day commissioning period stipulated in section 3.5.

2.5 Review and Acceptance of Contractor Documentation

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

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

2.6 Contractor's Design Development & Construction Implementation

Key Personnel

- a) The Contractor shall provide a fully resourced design development team to ensure the successful implementation of the project. As a minimum, the team shall include the following key resources:

Main Contractor's Design Development Key Resources

Resource	Minimum Qualification
Project Manager (Pr.CPM)	SACPCMP Registered
Electrical Engineer(Instrumentation) (Pr. Eng) /Pr.Tech	ECSA Registered
Project Planner	Primavera / Microsoft Projects Competent

2.7 Use of Contractor's design

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

The Contractor vests in the Employer full title guarantee in the intellectual property and copyright in the design data created in relation to the works designed in Section 2.2

2.8 Equipment required to be included in the *works*

2.8.1 None

2.9 As-built drawings, operating manuals, and maintenance schedules

2.9.1 *The Contractor shall, 2 weeks prior to the 30-day commissioning period, and prior to the beneficial handover of the system furnish the Employer with the following documentation (in PDF, Hard Copy, and DWG formats) for review and acceptance and/or approval:*

Table 6. Contractor's Required Documentation Before Handover

<u>Item No</u>	<u>Description of Contractor's Document</u>
1	As Built Documentation
1.1	Electrical Schematics
1.2	Dewatering system piping
1.3	Butterfly valve
1.4	Operation and Maintenance Manuals

3 Construction

3.1 Temporary *works*, Site services & construction constraints

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

- a) The Contractor is required to follow the entry requirements stipulated by TNPA and shall take out temporary security permits for all staff working within the operational harbour. The Contractor will be required to attend the designated Port Safety Inductions and must comply with the requirements of the TNPA SHE Specification before port access permits and the site is handed over for construction. All costs incurred will be borne by the Contractor.
- b) The Contractor shall make his own arrangements for the accommodation of all labour and shall comply with the requirements of the respective authorities. Control of access for the construction plant onto public roads shall be in accordance with the requirements of the relevant roads authority and the Port Authority and arranged by the Contractor.
- c) The Contractor shall comply with the Employer's site entry and security control requirements. The Contractor is required to produce an inventory of material, plant, and equipment when entering and exiting TNPA premises.
- d) The Contractor shall not be permitted to remove TNPA material, plant, and equipment without a permit issued by the Project Manager or Site Supervisor.

- e) The Contractor is specifically excluded from entering the Employer's Operational Areas which are adjacent to the Site and Working Areas.
- f) The Contractor plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.
- g) The Contractor ensures the safe passage of Contractor's traffic to and around the Site and Working Areas at all times this includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.
- h) The Contractor ensures that any of his staff, labour and Equipment moving outside of the allocated Site and Working Areas does not obstruct the operations of the Port of Port of Cape Town.
- i) The Contractor ensures that all his construction staff, labour, and Equipment remain within his allocated and fenced-off construction area.
- j) The Contractor shall comply with all security requirements applicable to the site. No direct payment for security measures shall be made by the Employer and the Contractor shall make adequate provision in his tendered rates for all security measures that are deemed necessary by him to protect and safeguard his staff, plant, materials, and equipment.
- k) All Contractor's staff and labour comply with TNPA operational safety requirements and are equipped with all necessary PPE and high visibility apparel.

3.1.3. The Permits Obtainable from the Employer Prior to Any Site Works:

Site Inductions:

- a) The Contractor shall follow the entry requirements stipulated by TNPA. He shall attend the designated Port Safety Inductions and must comply with the requirements of the TNPA SHE Specifications.

3.1.4. Access to Site Security and Site Regulations:

- a) The Contractor's workforce shall be issued with project-specific site access cards on completion of induction. The following items must be furnished with each application for an identity card:
- b) A letter on the Contractor's company letterhead stating the applicant's full name, ID number, reason for requesting the ID card, area in TNPA that he/she shall be working, a summary of the work to be done, and the start and end date of the contract;
- c) A letter signed by the TNPA Security Manager (or delegated person) after perusing the above documentation, confirming the request for an ID card.
- d) A completed application form (available from TNPA Customer Services); and
- e) Positive identification of the applicant (green bar-coded RSA ID, new smart ID document,

or driver's license).

- f) Temporary Access Permits for specialised visits, valid on the day of issue only, are obtainable from the TNPA Permit Office. The following items must be furnished with each application for a Temporary Access Permit:
- g) A letter on the Contractor's company letterhead stating the applicant's full names, ID number, and reason for requesting the ID card and area in TNPA where he/she shall be working;
- h) A letter of confirmation on an MC letterhead signed by the MC Manager overseeing the contract with the Contractor/contracting company;
- i) Positive identification of the applicant (green bar-coded RSA ID or driver's license or new smart ID document or driver's license); and
- j) Identification document copies shall be original copies certified (by SAPS) ID copies.

3.1.5. Permit to Work:

- a) In addition to statutory requirements, the Contractor must be in possession of a Permit to Work, as issued by TNPA, before commencing any activities on Site.
- b) Permits shall be issued and cleared on the conditions as below:
 - Safety File vetted and approved by Safety Agent; and
 - TNPA Safety Inductions completed.
- c) Permit Requirements:
 - Method Statement (each Task Scope of work) aligned to the approved method statement;
 - Risk Assessment (each Task Risk Assessment) aligned to the approved method statement;
 - Lock-out systems are in place;
 - Comply with confined space procedures;
 - Contingencies as required;
 - All work to be screened and authorized before a permit to work is issued;
 - Additional precautions by Hot work Inspector;
 - Permit validity is for 5 days maximum for general hot work
- d) Port Rules 154 Hot Work Permit Requirements:

The Contractor must be in possession of a hot work permit for any and all hot works:

 - A hot work permit application costs R300, is valid for 5 days consecutively and is obtainable from the TNPA Fire department
 - The foreman and the competent fire watcher are to be in attendance ensuring compliance throughout all hot work activities;

- Fire Watcher shall be in place and remain on standby 30 minutes after the completion of hot work for the day to ensure that all hot spots are eliminated or extinguished;
 - Fire extinguishers and a charged water line to be placed at strategic points and to be in a state of readiness;
 - Ensure that all ignition sources feed/ supply (generators; gas cylinders) are kept and stored outside the perimeters of the hazard zone;
 - Work is only to commence once the appropriate permit and risk assessment has been completed and signed off. NO PERMIT- NO WORK;
 - Positive ventilation cocoons complete with wet fire blankets are to be constructed to contain sparks from the hot works. The cocoon shall be inspected and signed off by the supervisor prior to use.
- e) Ensure that there is compliance with TNPA safe working distance from the berth/ship edge (30 meters):
- a) All work must stop immediately when an emergency evacuation alarm is sounded – evacuate the area to the assembly point; and
 - b) Emergency Evacuation Procedures to be displayed and communicated to all personnel.
 - c) Please note: The above precautions are not limited, and additional precautions or requirements may be mandatory, subject to the Risk Assessment of the task/activity.

3.1.6. The Contractor complies with the following entry (and exit) permissions and restrictions for personnel at the Site, as required by the Employer:

- a) There are three main entrances to the Port of Cape Town: Marine Drive Entrance, Christian Barnard Entrance, and Duncan Road Entrance.
- b) General public safety is a matter of priority for the project and its stakeholders. The Contractor is therefore required to have all employees registered on the works/access permits with the TNPA Security Department.

3.1.7. Restrictions to access on the Site, roads, walkways, and barricades

- a) The Contractor is hereby made aware that the works are situated in various areas within the Port Prescient, some within the operational yards, and some within public space.

The Contractor shall take due care when establishing their workspace within these areas. Adequate warning signage and personnel shall be provided and maintained by the Contractor all in compliance with the local bylaws and the South African Traffic Signs Manual (SATSM).

- b) The Contractor shall be responsible for providing a temporary barricade fence between the port operations, roadway and railway traffic, and the construction sites and maintaining, providing, and/or relocating the fence, if required for construction purposes, to ensure the boundary fence is continuous, and the Contractor shall make allowance for it in his Price and Programme.

3.1.8. The Contractor complies with the following access/egress permissions and restrictions for personnel and Equipment within the Site boundaries as required of the Employer:

- a) All vehicles are subject to security checks and all Plant and Equipment brought into the Port and leaving the Port are required to be security cleared by the relevant authorities (Project Manager and TNPA Security Manager) before access or exit is granted, as the situation may require.
- b) The Contractor is required to arrange for the clearing of the items with the Project Manager and the TNPA Security Manager well in advance of the access or exit requirement to avoid delays in the provision of the Works.
- c) The Contractor ensures that any of his staff, labour and Equipment moving outside of his allocated Sites and Working Areas does not obstruct the Employer's operations. To this end access routes are allocated and co-ordinated by the Contractor in liaison with the Project Manager.
- d) The Contractor ensures the safe passage of traffic, to and around the various sites and Working Areas at all times. This includes providing flagmen, protective barriers, signage, etc. for protection, direction and control of traffic.
- e) The Contractor shall provide designated, signed and demarcated walkways for all personnel who are required to traverse between the different working areas at the various sites. Personnel outside of the designated walkways are required to be conducting work activities, and when traversing, are required to use the designated walkways.
- f) The Contractor plans and organises his work in such a manner so as to cause the least possible disruption to the Employer's operations.
- g) The Contractor to obtain the correct permits for working in HAZ Zone 1 and HAZ Zone 2 classified areas (Tanker Basin and Eastern Mole) before conducting works.

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

- a) The Contractor is prohibited from entering the Employer's Operational Areas unless authorised to do so.
- b) The Contractor plans and organizes his work in such a manner so as to cause the least possible disruption to the Employer's operations.
- c) The Contractor ensures that all his construction staff, labour, and Equipment remain within his allocated and fenced-off construction areas.

- d) The Contractor keeps daily records of all people, plant, and equipment engaged on the Site and Working Areas (including Sub-contractors) with access to such daily records available for inspection by the Project Manager at all reasonable times (summarised activity and progress for the day must be mentioned). The site diary shall include site information such as weather, incidents that have occurred, and the nature of the work that has been done on that day.

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

- a) Normal working hours for the majority of TNPA staff at the Port of Cape Town are from 08:00 to 16:30, Monday to Friday, Inclusive. However, the port is operational 24 hours and 365 days of the year providing access to incoming vessels and tenants in the vicinity.

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

3.1.12. Contractor's Equipment

- a) The Contractor keeps daily records of his equipment used on site and the working areas (distinguishing between owned and hired equipment) with access to such daily records available for inspection by the Project Manager at all reasonable times. All plant used by the Contractor on site shall be properly maintained and operated. All vehicles on public roads shall be roadworthy, with the necessary licenses and safety requirements. A checklist or register shall be implemented which lists the operators' qualifications and records.
- b) All equipment to be supplied by the Contractor shall comply with the relevant standard specifications. Any tools, test equipment and devices needed for installation, testing and commissioning shall be provided by the Contractor. Where applicable, the equipment used shall be intrinsically safe. No equipment shall be provided by the Employer.

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

- a) Equipment used by the Contractor to provide the Works shall be prepared, painted, assembled, and disassembled within the Contractor's Work Area and site boundaries or lay-down areas as authorised by the Project Manager.
- b) The Contractor is required to remove all equipment that is not part of the Works from the site after completion of the Works and before de-establishment of the site.
- c) All and any equipment used by the Contractor for the provision of the Works shall comply with the Employer's SHEQ regulations and restrictions, or any other statutory Health and Safety requirements as directed by the Project Manager in liaison with the Employer's Engineers or the Employer's Consultants

3.1.14. Equipment provided by the Employer

- a) The Employer shall not provide any Equipment to the Contractor for the purposes of this contract.

3.1.15. Site services and facilities:

- a) The Contractor shall establish his construction offices, workshops and any other facilities within the prescribed battery limits of the site. All facilities established by the Contractor on the Site and Working Areas shall be done in a manner that does not adversely affect the environment. However, before construction can begin, the Contractor shall submit to the Project Manager for his approval, plans of the exact location, extent and construction details of these facilities and the impact mitigation measures the Contractor proposes to put in place.
- b) The plans stated in 3.1.22a) shall detail the locality as well as the layout of the waste facilities for litter, kitchen refuse and workshop-derived effluents or waste. The Contractor's intended mitigation measures for any negative impacts on the site during construction shall be indicated on the plan.
- c) The Contractor shall comply with all security requirements applicable to the site. No direct payment for security measures shall be made and the Contractor shall make adequate provision in his tendered rates for all security measures that are deemed necessary by him to protect and safeguard his staff, plant, materials and equipment.
- d) During the construction of the works, the site shall at all times be kept in a neat and tidy condition. The Contractor shall provide for the cleaning up and carting away of all rubbish and debris of whatever kind throughout the duration of the contract. The Project Manager may order the Contractor to stop all work, until such time as, in his opinion, this condition has been observed. The cost of disposal and any other fees payable for disposal shall be deemed to be included in the rates.
- e) If the Contractor wants a temporary power supply from the Employer, the Contractor can follow the applications procedure through the EL&P Department whereby the Contractor will be liable for all connection cost as well as monthly electricity billing.
- f) The Contractor will supply his own potable water to the site office at his own cost, inclusive of showers and ablution facilities.
- g) Potable water supply for the use of drinking and site office requirements is not available and shall be provided by the Contractor at his own cost.
- h) The Contractor shall provide everything else necessary for providing the Works.

3.1.16. The Employer provides the following facilities for the Contractor:

- a) The Employer will demarcate an area for the Contractors site offices and laydown area.
- b) The area will be made avail to the Contractor two weeks prior to commencement of construction.
- c) The Contractor shall, within one month of the date of completion of the works; remove from site all his equipment, material, stores and accommodation or any other asset belonging to him and

leave the site in a tidy condition, to the satisfaction of the Project Manager.

3.1.17. Facilities provided by the Contractor:

- a) The Contractor is to provide all his site office-related accommodation at his own expense.
- b) The Contractor shall provide, for the Employer's approval, a site establishment plan for all facilities as he may require for the successful completion of the work, this includes:
 - i. Site Offices, complete with boardroom seating at least 10 persons with access to power, air conditioning, and internet.
 - ii. Mess Area,
 - iii. Ablutions, separate for male and female
 - iv. Showers
 - v. Stores for all consumables
 - vi. Workshops for any site fabrications
 - vii. Cordoning off of equipment and material lay down area and provision of an approved materials control system
- c) The Contractor is to provide all of his ablution and lavatories to the site camp at his own expense. These facilities should be kept in a tidy and sanitary condition with all waste products disposed of in accordance with the waste plan
- d) The Contractor is to provide all of his waste disposal bins at his own expense. These facilities should be kept in a tidy and sanitary condition with all waste products disposed of in accordance with the waste plan.

3.1.16. Control of noise, dust, water, and waste

The Contractor is to take appropriate measures to minimise the generation of noise and dust as a result of construction works, to the satisfaction of the Project Manager, or the person approved by the Project Manager.

3.1.17. The Contractor complies with the following constraints in the execution of the works:

- a) The Contractor will connect the new installations to existing cabling in accordance with SANS 10142 and ensure safe and effective operations of the equipment.
- b) Where required, the Contractor will request the power to be isolated at certain points from the TNPA EL&P department to ensure safe working operations.

3.5. The *work* to be done by the Completion Date

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

Table 14. Operation and Maintenance Dates Item of work To be completed by

Item of work	To be completed by
Operation and Maintenance Manuals	2- weeks before the Completion Date.
Performance testing of the works in Clause 3.2.7, 3.2.8 & 3.2.9 under C3.1 Employer's Works Information.	2- weeks before the Completion Date.
As built drawings of all items mentioned in C3.1 Employer's Works Information	2 -weeks before the Completion Date.
Approval and Sign of Works by the Supervisor and Project Manager	2-weeks before the Completion Date.

3.2.2. Use of the works before Completion has been certified

In the event of the Works, not being completed by the contractual completion date, the Employer reserves the right to make use of the installation, without the Contractor having the benefit of final acceptance.

3.2.3. Commissioning

- a) The Contractor submits the commissioning protocol to the Project Manager for acceptance not less than 14 days before commissioning starts.
- b) The Contractor shall successfully demonstrate the following to the Project Manager prior to the commissioning of the Works:
 - Construction complete certificates signed by the Employer's Supervisor
 - Approved installation certificates signed by relevant Original Equipment Manufacturers
 - Demonstration that all equipment is powered and rotating in the designed direction
- c) This commissioning protocol includes all tests and inspections deemed necessary by the Contractor and Supervisor to prove to the Project Manager's satisfaction that all equipment has been delivered according to this specification and must include inter alia operational tests under simulated conditions, functional tests, tests to prove the integrity of the safety and limit systems and inspections for final quality, including paint and corrosion protection quality.
- d) The Contractor shall make available a team of engineers and skilled artisans to undertake the commissioning of the dewatering pump system in accordance with Section 3 of Annexure E: Training, testing, and Commissioning.

3.2.4. Testing and Pre-commissioning

- a) Pre-Commissioning is to be carried out on major components and equipment supplied and/or installed by the Contractor on this Contract. Typically, this would include pumps, large valves HV and MV panels, and any items agreed with the Employer directly after awarding of the contract.
- b) These tests include appropriate inspections and functional tests to demonstrate that all items of equipment can be operated safely and at their design performance specification during the commissioning test.
- c) In particular, this includes proofing of all protection and safety devices, direction tests if applicable, loop checks, alignment checks, interlocks checks, and safety limit checks.
- d) The Contractor conducts pre-commissioning tests on the equipment at the Contractor's premises prior to delivery to the site.
- e) The Contractor performs testing as part of pre-commissioning. The Contractor establishes a QA system for the testing and commissioning of the MV and LV Systems Documentation is to be provided with sufficient detail to enable the complete commissioning of the electrical equipment and protection systems.
- f) The purpose of this documentation is to ensure that the commissioning of electrical plant and protection systems is performed according to acceptable historical standards. The objective is that:
- g) Tests required for the commissioning of protection systems are specified in enough detail,
- h) Resources are allocated to perform the tests,
- i) Accountability for the performance of the tests rests with the resource allocated,
- j) Documentation is available which indicates:
 - Test results
 - Equipment tested
 - The person who performed the test
 - The date on which the tests were performed
- k) These Pre-Commissioning Tests are carried out after the Contractor's own proving of the equipment and are conducted in the presence of the Supervisor.
- l) The required tests on all items of equipment will be agreed upon between the Supervisor and the Contractor. The Contractor provides the commissioning team with the necessary test equipment and ensures that the test equipment used has a valid calibration certificate.
- m) After successful completion of the Contractor's pre-commissioning tests, a Mechanical Completion Certificate will be issued by the Supervisor.

3.2.5. Access given by the Employer for correction of Defect

- a) The Employer shall notify the Contractor of any defects which are to be remedied within the Correction Defect Period. All areas on the construction site shall be made available to the Contractor, however, this shall yet again have to be done around the operations of the dock.
- b) All areas that are given to the Contractor for the correction of defects shall be properly cordoned off by the Contractor. Proper safety measures, as required by the Employer, must be adhered to at all times for the full duration of the defect correction undertaking.

3.2.6. Operational Maintenance after Completion

- a) Operational maintenance of all the equipment and system after completion of the Performance Test remains the responsibility of the Contractor until the Data Packs, Training Manuals.
- b) Maintenance and Operation Manuals have been delivered and accepted. No additional payment will be made for any maintenance that may become necessary during this period.

4. Electrical & Mechanical Engineering Works

4.4.1. Pumps and valves data sheets completed and signed off by OEM, and complete with:

- Certified Drawings
- Pump and valve Routine Test Certificate
- Witness the pump performance testing report
- Warranty of 12 months
- Guarantee of more than 5 years

4.4.2. Electrical motor data sheets completed and signed off by OEM including:

- Confirmation that the motors comply with the requirements of SANS 60034 25
- Valves (Including Penstock Valves) data sheets completed and signed off by OEM, complete with:
- Certified Drawings

- LV Switchgear and Control Gear Assemblies

4.2.3. LV Assemblies Design, including:

- Wiring Schematics and bus bar arrangement,
- Single line diagrams
- Cubicle components and door layouts,
- Switchgear room layout,
- General Arrangement Drawings.

4.2.4. LV Switchgear and Component datasheets data sheets completed and signed off by OEM, complete with:

- Certified Drawings and Factory Acceptance Test reports
- Electrical Reticulation drawings detailing: Cable Routes
- Trench design
- Cable supports
- Local Control Panel Locations

4.2.5. Local Control Panels Design, including:

- Wiring Schematics,
- Cubicle components and door layouts,
- Programmable Controller(s) and Control System

4.2.6. Programmable controllers and Control System design documentation including:

- Input/Output List
- Wiring Diagrams
- System Block Diagrams
- Functional Control Description
- Software Simulation Test Reports

4.2.7. Telemetry and SCADA design including:

- Control system architecture drawings
- Graphic Displays of Control and Server Room Layouts

4.2.8. UPS and PSU load calculations

4.2.9. Control System Component datasheets data sheets completed and signed off by OEM, complete with:

- Certified Drawings, and
- Operation and Maintenance Manuals
- Factory Acceptance Test reports

4.2.10. PLC, remote IO, and LCP panels design including:

- Panel and Rack Layouts
- Panel steelwork general arrangement drawings
- Cable and junction box schedules, and Wiring schematics

4.2.11. Instrumentation

Instrumentation design

including:

- loop diagrams, and
- hook-up diagrams

4.2.12. Instrumentation list including:

- Make and model, and
- Range and set points.

4.2.13. Cable schedule for power and data. This shall include:

- Size, type, and construction
- Voltage rating,
- Duty, load and voltage drop, and

- Route length detailing start and finish points,

4.2.14. Instrument panel design including:

- Panel and Rack Layouts,
- Panel steelwork general arrangement drawings,
- Cable and junction box schedules, and
- Wiring schematics.

4.2.15. Instrumentation datasheets data sheets completed and signed off by the supplier, complete with:

- Certified Drawings,
- Operation and Maintenance Manuals, and

4.2.16. Factory Calibration certificates

4. List Of Drawings

4.5. Drawings issued by the *Employer*

This is the list of drawings issued by the *Employer* at or before the Contract Date, and which apply

Drawing Number	Drawing Title	Revision
PF07/2021	Electrical Schematics- MCC 20022023	0
11-311-03-02	Dewatering system piping	0
800 DAX2B	Butterfly valve	0

SECTION 2

5. Management and start-up

5.5. Management meetings

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

Title and purpose	Approximate time & interval	Location	Attendance by:
Risk register and compensation events	Once a month	Contractor Site office	Project Manager and Managing Contract. Contractor and their appropriate leads
Overall contract progress and feedback	Bi-Weekly on a Friday morning	Contractor Site office	Employer, Contractor & appropriate key persons, Employers Managing Contractor and Project Manager
Technical Progress Meeting	Weekly	Contractor Site office	Contractor & appropriate key persons, Employers Managing Contractor and Project Manager, Quality Assurance Representative
SHE meetings	Held once a week	Contractor Site office	Contractor Health & Safety Representatives & Employer SHE officer
Close Out Meeting	After contract completion	Project Manager Office	Full team from the Contractor and the Employers team as well

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

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

5.6. Documentation Control

All safety documents shall comply with the TNPA Project Document Control Procedures

5.7. Safety risk management

6.3.1. The employer has a strict Health and Safety policy. Under the policy, the following apply:

- a) The Contractor's attention is directed to the TNPA SHE Specification for Construction, and in particular to his Health & Safety Management Plan, which must be submitted with his tender, as well as the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and Regulations issued in terms thereof or un-repealed regulations issued in terms of the former Act no. 6 of 1983, in their entirety.
- b) The Contractor makes available and ensures compliance to the TNPA SHE Specification for Construction by its employees and Subcontractors in the language of this contract.
- c) The Contractor employs his own health and safety coordinator to ensure compliance with both TNPA SHE Specification for Construction and the Occupational Health & Safety Act and its latest regulations.
- d) The Contractor shall provide a Health & Safety Management Plan addressing the requirements in the TNPA SHE specification and a Baseline Risk Assessment addressing the construction activities. The Project Manager has the right to request additional specific work method statements should, in his opinion, this be required.
- e) The compliance with all applicable legislation, regulations issued in terms thereof, and TNPA safety rules, shall be entirely at the Contractor's cost, and shall be deemed to be allowed for in the tendered prices.
- f) Without derogating from the Act or any un-repealed regulations issued in terms of legislation, or without purporting to limit the Contractor's responsibilities, the following are brought to the Contractor's attention:
- g) The Contractor shall appoint a Health and Safety coordinator to liaise at least fortnightly with the Project Manager or Supervisor on matters pertaining to occupational health and safety.
- h) The Contractor shall advise the Project Manager of any hazardous, or potentially hazardous situation, which may arise from work being performed either by the Contractor or Sub-Contractor.
- i) A letter of good standing in terms of Section 80 (Employer to register with the Compensation Commissioner) of the Compensation for Occupational Injuries and Deceases Act 1993 (Act 130 of 1993) must also be furnished.
- j) All clauses in this contract pertaining to health and safety form an integral part of this contract, and any non-compliance therewith may be construed as breach of contract entitling the Employer to the appropriate remedies.

- k) The Contractor and his staff shall attend a compulsory induction course to be arranged by the Project Manager on or before the date when the site is made available to the Contractor.
- l) The Contractor's appointed Site Representative and the Project Manager shall finalise a site-specific HIRA (Hazard Identification and Risk Assessment) document, on the day of site handover to the Contractor. This site-specific HIRA document, based on a continuous HIRA, must cover site-specific hazards and the safe management of these hazards. The HIRA document must be signed by the above-mentioned representatives as well as the Supervisor, and be approved by the Project Manager, before any construction work can commence.
- m) The OHS Act 85 of 1993 clearly states in the Safety Regulations Clause No. 2A:
- n) "INTOXICATION" An employer or user shall not permit any person who appears to be under the influence of intoxicating liquor or drugs to enter or remain at a workplace. The Employer enforces this legislation by means of its Substance Abuse Policy, and therefore reserves the right to do substance abuse testing on anyone who enters its premises.
- o) The Contractor shall ensure that a suitably qualified safety representative is appointed, and monthly safety meetings are held. Written minutes of these safety meetings shall be forwarded to the Project Manager. All costs related to the safety aspects required under this contract will be carried by the Contractor and therefore be covered under the rates tendered.

5.8. Environmental constraints and management

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

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

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

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

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

- Establishment of construction lay down area
- Hazardous and non-hazardous solid waste management
- Storm water management
- Contaminated water management
- Prevention of marine pollution
- Hydrocarbon spills
- Diesel tanks and refuelling procedures
- Dust control
- Spoil dumping
- Sourcing, excavating, transporting and dumping of fill material
- Noise and vibration control
- Removal of rare, endemic or endangered species
- Removal and stockpiling of topsoil
- Rodent and pest control
- Environmental awareness training
- Site division
- Emergency procedures for environmental incidents
- *Contractor's* SHE Officer
- Closure of the construction laydown area

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

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

5.9. Quality assurance requirements

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

- Quality Plan for the contract;
- Quality Policy
- Index of Procedures to be used; and

- A schedule of internal and external audits during the contract

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

5.9.3. The *Project Manager* indicates those documents required to be submitted for either information, review or acceptance and the *Contractor* indicates such requirements within his register of documents. The register shall indicate the dates of issue of the documents with the *Project Manager* responding to documents submitted by the *Contractor* for review or acceptance within the *period for reply* prior to such documents being used by the *Contractor*.

5.9.4. The Quality Plan means the *Contractor's* statement, which outlines strategy, methodology, resources allocation, QA and Quality Control co-ordination activities to ensure that the *works*

5.9.5. The Contractor facilitates the following requirements for training workshops:

The installation of the latest actuators and other related systems, especially the automation of the plant, will make a significant change in the operation and maintenance requirement for the requirement for the Employer. Both Operations and Maintenance personnel will be exposed to new technology.

5.9.6. *The Contractor arranges for the following technology transfer to the Employer:*

Contractor shall provide 2 sets (repeat) of formal training classes to suit the Employer's duty schedule.

Employer to advise suitable times and approximate attendance and provide facilities/ OH projector if required. Contractor shall provide suitably qualified and experienced training personnel supported by a curriculum vitae and include equipment supplier specialists where required

5.10. Provision of bonds and guarantees

5.10.1. The form in which a bond or guarantee required by the conditions of contract (if any) is to be provided by the *Contractor* is given in Part 1 Agreements and Contract Data, document C1.3, Sureties.

5.10.2. The *Contractor* provides a bond or guarantee as required by the conditions of contract concurrently with the execution by the Parties of the form of agreement for the ECC contract.

5.11. Records of Defined Cost, payments & assessments of compensation events kept by *Contractor*

5.11.1. The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work (if appropriate); and

5.11.2. The *Contractor* keeps the following records available for the *Project Manager* to inspect:

- Records of design employees location of work (if appropriate)
- Records of Equipment used and people employed outside the Working Areas (if applicable);
and

5.12. The *Contractor's* Invoices

5.12.1. When the *Project Manager* certifies payment (see ECC Clause 51.1) following an assessment date, the *Contractor* complies with the *Employer's* procedure for invoice submission.

5.12.2. The invoice must correspond to the *Project Manager's* assessment of the amount due to the *Contractor* as stated in the payment certificate.

5.12.3. The invoice states the following:

Invoice addressed to Transnet SOC Ltd;

Transnet SOC Limited's VAT No: 4720103177;

Invoice number;

The *Contractor's* VAT Number; and

The Contract number [insert relevant details].

The invoice contains the supporting detail [insert relevant details].

5.12.4. The invoice is presented either by post or by hand delivery.

5.12.5. Invoices submitted by post are addressed to:

Transnet SOC Ltd

Port of Cape Town

P O Box 4245

Cape

Town

8000

For the attention of Apelele Tyali

Invoices submitted by hand are presented to:

Transnet Nation Port Authority

Ship Repair

Duncan Road

V & A Waterfront

For the attention of Apelele Tyali

The invoice is presented as an original.

5.13. People

Minimum requirements of people employed on the Site

- Project Manager (Pr.CPM)
- Site Engineer
- Health and Safety
- Site Supervisors:
 - 1 x Electrical
 - 1 x Mechanical
- Electricians (C&I)- Minimum Trade Certificate in the respective Engineering field with experience in construction projects similar to the works in this project
- Divers

5.13.1. CONTRACTOR LIABILITY

- a) The *Contractor* warrants that it will be liable to Transnet for any loss or damage caused by strikes, riots, lockouts, or any labour disputes by and/or confined to the *contractor's* employees, which loss will include any indirect or consequential damages.
- b) The *Contractor* warrants that no negotiations or feedback meetings by the *Contractor's* employees shall take place on Transnet premises, whether owned or rented by Transnet.
- c) The *Contractor* shall give notice to Transnet of any industrial action by the *Contractor's* employees immediately upon becoming aware of any actual or contemplated action that is or may be carried out on Transnet's premises, whether owned or rented, and shall notify Transnet of all matters associated with such action that may potentially affect Transnet.
- D) The *Contractor* is responsible for educating its employees on relevant provisions of the Labour Relations Act, which deal with industrial action processes, and the risks of non-compliance.
- E) The *Contractor* is required to develop a Contingency Strike Handling Plan, which the *Contractor* is obliged to update on a three-month basis. The *Contractor* must provide Transnet with this plan and all updates to the Plan. The *Contractor* is responsible for communicating with its employees on-site details of the plan.

6. INDUSTRIAL ACTION BY CONTRACTOR EMPLOYEES

6.5. In the event of any industrial action by the Contractor's employees, the Contractor is required to provide competent contingency resources permitted in law to carry out any of the duties that are or could potentially be interrupted by industrial action in delivering the Service.

6.6. The Contractor warrants that it will compensate Transnet for any costs Transnet incurs in providing additional security to deal with any industrial action by the Contractor's employees.

6.7. In the event of any industrial action by the Contractor's employees, the Contractor is obliged:

6.7.1. To prepare and deliver to Transnet, within two (2) hours of the commencement of industrial action, an Industrial Action Report. If the industrial action persists, the Contractor is required to deliver the report at 8h30 each day.

6.7.2. The Industrial Action Report must provide at least the following information:

- a) Industrial incident report,
- b) Attendance register,
- c) Productivity/progress to schedule reports,
- d) Operational contingency plan,
- e) Site security report,
- f) Industrial action intelligence gathered.

6.7.3. The final Industrial Action Report is to be delivered 24 hours after finalisation of the industrial action.

6.7.4. The management of the Contractor is required to hold a daily industrial action teleconference with personnel identified by Transnet to discuss the industrial action, settlement of the industrial action, security issues, and the impact on delivery under the contract.

6.8. The resolution of any disputes or industrial action by the Contractor's employees is the sole responsibility of the Contractor.

6.9. Access to Transnet premises by the Contractor and its employees is only provided for purposes of the Contractor delivering its services to Transnet. Should the Contractor and its employees not, for any reason, be capable of delivering its services, Transnet is entitled to restrict or deny access onto its premises, and unless otherwise authorized, such person will be deemed to be trespassing.

PART 4: SITE INFORMATION

Core clause 11.2(16) states

"Site Information is information which

- describes the Site and its surroundings and
- is in the documents which the Contract Data states it is in."

In Contract Data, reference has been made to this Part 4 of the contract for the location of Site Information.

1. Description of the Site and its surroundings

1.1. General description

1.1.1. Site Location

The Robison Dry Dock are all within the boundary of the Transnet Port of Cape Town. The Port of Cape Town is a busy container port, and breakbulk port second in South Africa only to Durban, and handles the largest amount of fresh fruit. The port operates 24 hours a day, the port is situated in Table Bay at Longitude 18° 26' E and Latitude 33° 54' S.

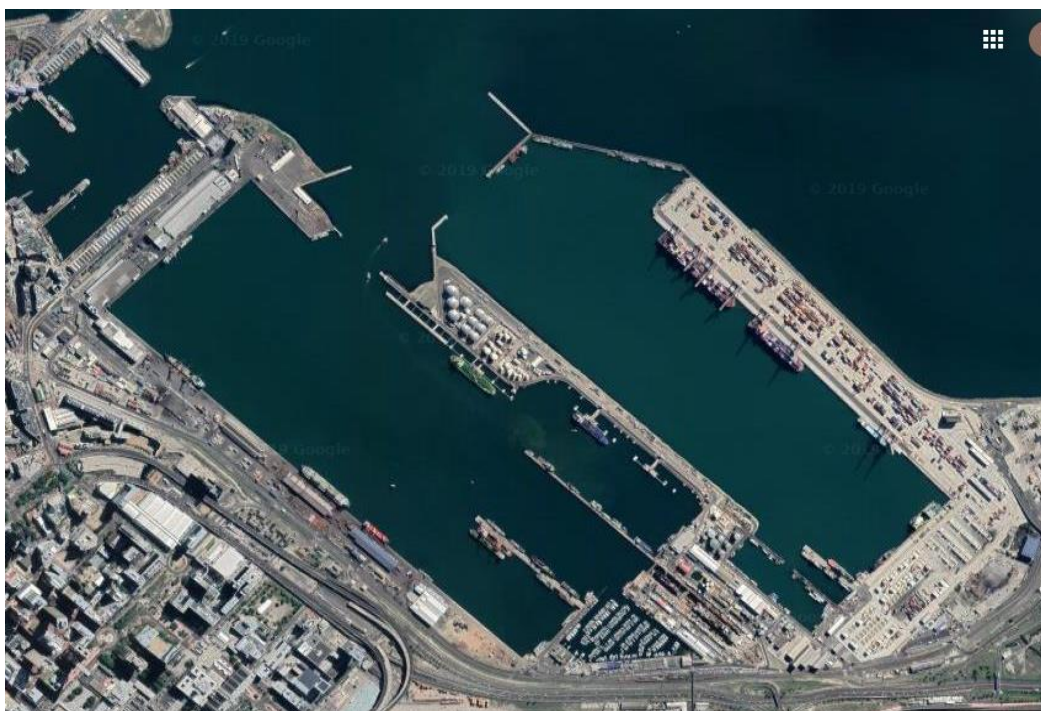


Figure 1: Port of Cape Town

1.1.2. Working Hours

Normal working hours for majority of TNPA staff at the Port of Cape Town are from 08:00 to 16:30, Monday to Friday, Inclusive. However, the port is operational 24 hours and 365 days of the year providing access to incoming vessels and tenants in the vicinity.

1.1.3. Access Permit Controls

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

1.1.4. Work Area and Supply of Services

The *Employer* will provide Port layout drawings with indicating Port boundaries and operational activities of the areas. It is anticipated that all the maintenance work will not require laydown area therefore the employer will not provide any layout area or site.

1.1.5. Health and Safety

Transnet National Ports Authority has a strict health and safety policy in place. No persons may enter the site and undertake work on the site until undergoing the mandatory induction. The induction will be arranged by the Port staff at no cost to the *Service Provider*.

The *Service Provider* does not need to rely on the First Aid and Emergency facilities operated by TNPA within the Port of Cape Town. The *Service Provider* shall be responsible for providing its own first aid facilities as per the Health and Safety Specifications on Site. In all other respects the *Service Provider* complies with the requirements stated within the *Employer's* Health and Safety Standard issued with this Works Information.

1.1.6. Basic Site Risk

The *Employer* has conducted Basic Risk Assessment to identify risks associated with the construction works. The *Service Provider* shall make himself familiar with the document and ensure all risk mitigation measures recommended are implemented during the project.

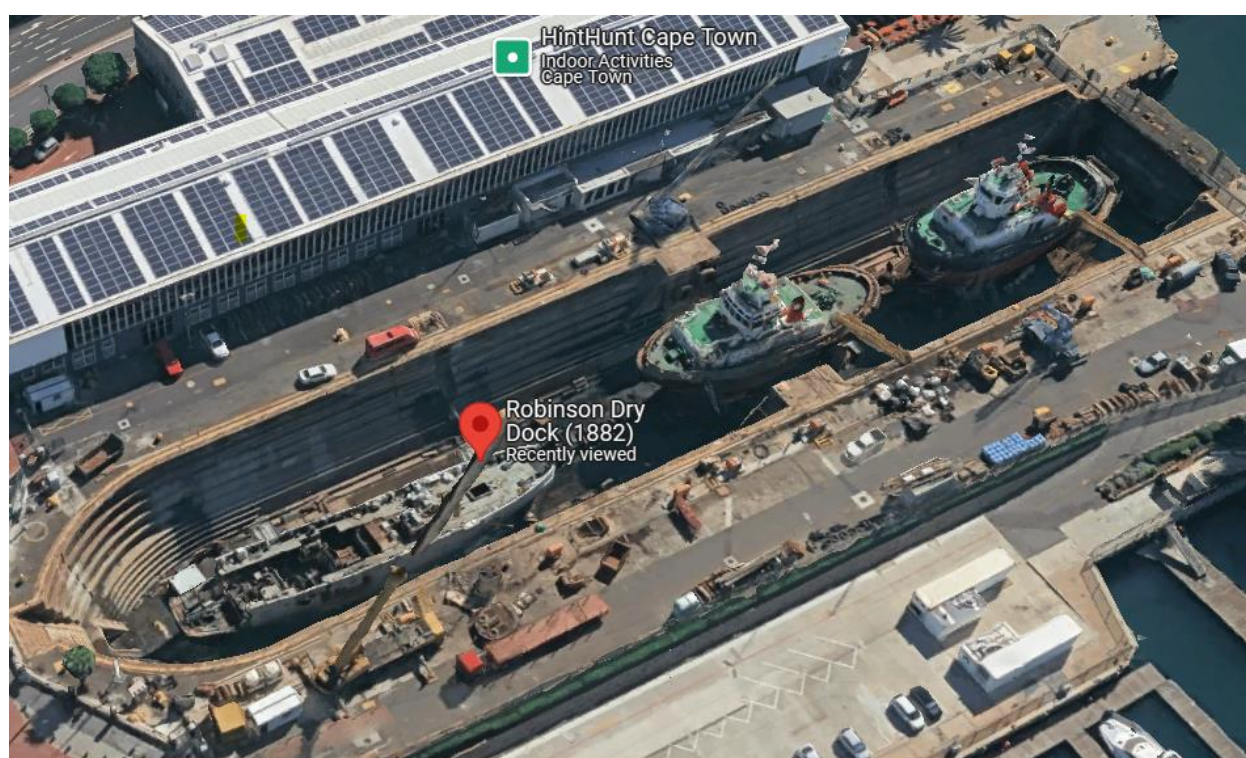
1.2. Existing buildings, structures, and plant & machinery on the Site

1.2.1. Description of Existing Facilities

The Robinson Dry Dock is within the boundary of the Transnet Port of Cape Town.

1.2.2. The Robinson dry dock dewatering infrastructure repair project is to restore operational efficiencies and bring the facilities up to international standards.

1.2.3. The dock, commissioned in 1888, is the oldest dry dock of its kind in the World and is used largely for commercial purposes. The dock is made of a narrow concrete basin that is flooded and drained to allow marine vessels to be floated in and rested on dry platforms for repairs. Key specifications for the docks are as follows



1.3. Access to the Works

Access to the Port will be via Duncan Road, Cristian Barnard and South Arm Road in the Port of Cape Town. The Port of Cape Town is a security regulated port in terms of the ISPS Maritime Security Regulations of 2004. The *Service Provider's* employees shall produce their identification cards at the main entrance gate. All vehicles, persons and goods may be subject to a search. Admission to the port is subject to random breathalyser testing. No alcohol is permitted on site and in TNPA Property. Service providers are required to follow all Covid-19 rules and guidelines.

- 1.3.1. Access will be subject to the Employer's security and SHEQ requirements and regulations, which is described but not limited to requirements below:
 - a. Visitors must sign in at the main entrance gate to gain access to the Port. Should the *Service Provider* prefer to gain access by electronic card, such access permits may be obtained from Transnet National Ports Authority.
 - b. All personnel entering general and operational areas under the jurisdiction of the *Employer* in the Port of Cape Town must undergo safety induction, which will be arranged.
 - c. Induction permits are mandatory to carry on site and are renewable yearly. The slips are also submitted as part of the safety file.
 - d. The *Service Provider* must obtain a permit for vehicles entering the terminal from the TNPA Permit Office for the duration of the work.
 - e. The *Service Provider* shall provide all personnel with the required PPE. The minimum safety requirement for working includes steel-toe boots, a hard-hat, and a high-visibility vest. Additional equipment including but not limited to ear-, hand and face-protecting PPE may be required for the Works.
 - f. The *Service Provider* shall comply with the safety rules as indicated during the safety induction and as indicated on signage on any privately operated site entered.
- 1.3.2. Due allowance must be made for any potential delays arising from vehicular congestion due to the large number of trucks that use Duncan Road.
- 1.3.3. The *Service Provider* shall make their own assessment of the problems and difficulties which may be encountered for providing access to and interfacing with others. This includes additional access to information required during the tender process and access difficulties experienced during construction phase.
- 1.3.4. The terminal operates on a 24-hour basis and work can be scheduled during and after normal working hours, subject to arrangements with the Project Manager and Operations Supervisors.