

**Transnet National Ports Authority**

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

**REQUEST FOR PROPOSAL (RFP)**

**REPLACEMENT OF ROBINSON DRYDOCK FLOATING CAISSON AT THE PORT OF CAPE TOWN  
FOR A PERIOD OF TWENTY-FOUR (24) MONTHS**

**RFP NUMBER : TNPA/2023/02/0012/23053/RFP**

**ISSUE DATE : 02 NOVEMBER 2023**

**COMPULSORY BRIEFING : 10 NOVEMBER 2023**

**CLOSING DATE : 01 DECEMBER 2023**

**CLOSING TIME : 16H00**

**TENDER VALIDITY PERIOD : 12 WEEKS FROM CLOSING DATE**

## **Contents**

### **Number    Heading**

## **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 Document
- T2.2            Returnable Schedules

## **The Contract**

### **Part C1: Agreements and Contract Data**

- C1.1            Form of Offer and Acceptance
- C1.2            Contract Data (Parts 1 & 2)
- C1.3            Form of Guarantee

### **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

### **RFP Annexures:**

- Annexure A – Scope of Work
- Annexure B – Bill of Quantities
- Annexure C – SHEQ Requirements
- Annexure D – TNPA-QUAL-REQ-14.1\_General Quality Requirements for Contractors and Suppliers
- Annexure E – Technical Compliance evaluation sheet
- Annexure F – Environmental Management Requirements

## T1.1 TENDER NOTICE AND INVITATION TO TENDER

### SECTION 1: NOTICE TO TENDERERS

#### 1. INVITATION TO TENDER

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

<b>DESCRIPTION</b>	<b>REPLACEMENT OF ROBINSON DRYDOCK FLOATING CAISSON AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.</b>
<b>TENDER DOWNLOADING</b>	<p>This Tender may be downloaded directly from the two (2) websites and a notification of the advert can be viewed on the CIDB website.  <b>ALL FREE OF CHARGE</b></p> <ol style="list-style-type: none"> <li>1. National Treasury eTender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a>,</li> <li>2. Transnet website at <a href="https://transnetetenders.azurewebsites.net">https://transnetetenders.azurewebsites.net</a> (please use Google Chrome to access Transnet link)</li> <li>3. CIDB website <a href="https://www.cidb.org.za/cidbtenders/current-tenders/">https://www.cidb.org.za/cidbtenders/current-tenders/</a> (Notification of tender advert)</li> </ol>
<b>COMPULSORY TENDER CLARIFICATION MEETING</b>	<p>A Compulsory Tender Clarification Meeting will be conducted at the Port of Cape Town:  Transnet National Ports Authority (TNPA)  34 South Arm Road  Cape Town</p> <p><b>On 10 November 2023 at 10:00am [10 O'clock]</b> for a period of ±3 (three)hours. [Tenderers to provide own transportation and accommodation].</p> <p>The Compulsory Tender Clarification Meeting will start punctually and information will not be repeated for the benefit of Tenderers arriving late.</p>

	<p><b>A Site visit/walk will take place, tenderers are to note:</b></p> <p>Tenderers are required to wear safety shoes, goggles, long sleeve shirts, high visibility vests and hard hats.</p> <p>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 breathalyzer testing. All forms of firearms are prohibited on Transnet properties and premises.</p> <p>The relevant persons attending the meeting must ensure that their identity documents, passports or driver's licences are in their possession for inspection at the access control gates.</p> <p>Certificate of Attendance in the form set out in the <b>Returnable Schedule T2.2-08</b> hereto must be completed and submitted with your Tender as proof of attendance is required for a <b>compulsory</b> site meeting and/or tender briefing.</p> <p><b>Tenderers are required to bring this Returnable Schedule T2.2- 08 to the Compulsory Tender Clarification Meeting to be signed by the Employer's Representative. The attendance register with all the correct details and duly signed by the tenderer may also be used for purposes of verification of attendance.</b></p> <p><b>Tenderers failing to attend the compulsory tender briefing will be disqualified.</b></p>
<b>CLOSING DATE</b>	<p><b>16H00 on 01 December 2023</b></p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system.</p> <p><b>If a tender is late, it will not be accepted for consideration.</b></p>

## 2. TENDER SUBMISSION

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

- a) The Transnet e-Tender Submission Portal can be accessed as follows:
- Log on to the Transnet eTenders management platform website (<https://transnetetenders.azurewebsites.net>);
  - Click on "ADVERTISED TENDERS" to view advertised tenders;
  - Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information);
  - Click on "SIGN IN/REGISTER" - to sign in if already registered;

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

### 3. CONFIDENTIALITY

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

### 4. DISCLAIMERS

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

- 4.1. Award the business to the highest scoring Tenderer/s unless objective criteria justify the award to another tenderer.
- 4.2. Not necessarily accept the lowest priced tender or an alternative Tender;

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- 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 T2.2-22], [**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](mailto:Transnet@tip-offs.com)

## T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The Employer is	<b>Transnet SOC Ltd</b> <b>(Reg No. 1990/000900/30)</b>
C.1.2 The tender documents issued by the Employer comprise:	
<b>Part T: The Tender</b>	
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2: Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules
<b>Part C: The contract</b>	
Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Bill of Quantities
Part C3: Scope of work	C3.1 Works Information
Part C4: Site information	C4.1 Site information



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C.1.4	The Employer's agent is:	Commodity Specialist
	Name:	Nondyebo Sibindlana-Tambula
	Address:	Transnet National Port Authority Admin Building (eMendi) N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6212
	E – mail	<a href="mailto:TNPATenderenquiries3@transnet.net">TNPATenderenquiries3@transnet.net</a>

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

### 1. Stage One – Eligibility Criteria

#### **Stage 1.1 - Eligibility with regards to attendance at the compulsory clarification meeting:**

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

#### **Stage 1.2 - 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 **8ME** 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 **8ME** 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 **8ME** 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 tenderer shall provide a certified copy of its signed joint venture agreement.
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**Stage 1.3 - Eligibility with regards to Professional registrations of personnel.**

Submit a list of professionally registered personnel with the RFP

- Mechanical Engineer (Pr. Eng) ECSA Registered
- Structural Civil Engineer (Pr. Eng) ECSA Registered
- Control and Instrumentation Engineer (Pr. Eng) ECSA Registered
- Construction Manager (Pr.CM) SACPCMP Registered

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

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

Tenderers are also **required to bring their RFP document to the briefing session and have their returnable document T2.2-08 certificate of attendance** signed off by the Employer's authorised representative. **The attendance register with all the correct details and duly signed by the tenderer may also be used for purposes of verification of attendance.**

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/2023/02/0012/23053/RFP

The Tender Description: Replacement of Robinson Drydock Floating Caisson in the Port of Cape Town for a period of twenty- four (24) Months.

Documents must be marked for the attention of:

**Employer's Agent: Nondyebo Sibindlana-Tambula**

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

C.2.15 The closing time for submission of tender offers is:

Time: **16:00pm** on the **01 December 2023**

Location: The Transnet e-Tender Submission Portal:

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

For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted onto the system and to ([TNPATenderenquiries3@transnet.net](mailto:TNPATenderenquiries3@transnet.net)) before **14:00 pm** on **Tuesday, 21 November 2023**. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website

#### **NO LATE TENDERS WILL BE ACCEPTED**

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services. **Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.**
2. A valid B-BBEE Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit

confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the tender;

3. A valid CIDB certificate in the correct designated grading;
4. Proof of registration on the Central Supplier Database;
5. Letter of Good Standing with the Workmen's compensation fund by the tendering entity or separate Letters of Good Standing from all members of a newly constituted JV.
6. Professional registrations of personnel
  - Mechanical Engineer (Pr. Eng) ECSA Registered
  - Structural Civil Engineer (Pr. Eng) ECSA Registered
  - Control and Instrumentation Engineer (Pr. Eng) ECSA Registered
  - Construction Manager (Pr.CM) SACPCMP Registered

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

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

**Stage Two – Technical evaluation and Fabrication facility site inspection**

The procedure for the evaluation of responsive tenders is **Functionality, Fabrication facility site inspection, Price and Preference:**

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

- T2.2-02 Method Statement
- T2.2-03 Programme
- T2.2-04 Previous experience
- T2.2-05 Quality Management
- T2.2-06 Health and Safety Management
- T2.2-07 Environmental Management

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

## Stage 2.1 - Technical Evaluation Functionality Criteria

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

<b>Technical Evaluation</b>			
<b>Pre-Qualification Criteria</b>	<b>Description</b>	<b>Qualification Criteria</b>	<b>Yes / No</b>
<b>Key Personnel and Qualifications</b>	Mechanical Engineer (Pr.Eng)	ECSA Registered	
	Structural Civil Engineer (Pr. Eng)	ECSA Registered	
	Control and Instrumentation Engineer (Pr. Eng)	ECSA Registered	
	Construction Manager (Pr.CM)	SACPCMP Registered	
<b>Any tenderer that fails to meet the stipulated pre-qualifying criteria for all Technical Specification requirements above, will be regarded as an unacceptable tender.</b>			
<b>Evaluation Criteria</b>	<b>Scoring principal</b>	<b>Score%</b>	<b>Weight</b>
<b>Method statement See T2.2-02</b>	Method statement is project specific and as a minimum looks into: -Project Initiation -Site Establishment -Location where the new caisson will be built and advantages of the site chosen for the construction of the caisson -Procurement plan for materials -Corrosion protection procedure -Caisson launching plan -Plan to move caisson from launch area into position -Caisson control and operational philosophy -Electrical installations and requirements -Accessing the Works and Permitting -Specific Equipment and Plant to be used and the individual usage requirements -Sub-Contractors to be used -Compilation of Project Documentation and Data Book	5	15
	Method Statement includes all specifications as per the scope of work tying into categories listed above, looking at, at a minimum the works packages listed in section 1.3 in the C3 document, Method statement demonstrates clear understanding of the scope of works	10	

<b>Programme See T2.2-03</b>	Starting date and completion date are stated, and the Programme does not exceed 20 months. (Show Column or Gantt Chart)	1	10
	All Activities on Critical to be properly linked and logically tied link using critical path method (CPM). (Show the Critical path, Predecessors and Successors Column or Gantt Chart)	2	
	All activities as per Level 4	2	
	The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g., weekends, public holidays are marked as non- working days from start to finish date	1	
	All activity durations to be realistic and activities that can be measured in days, Weeks and Months. (Show the duration Column)	2	
	Programme submission (Software) in PDF either Microsoft project or Primavera P6	2	
<b>Previous Experience See T2.2-04</b>	Tenderers are required to demonstrate performance in comparable projects of similar size and nature, condition and circumstances to the scope of works in the last 5 years. Company should have a minimum 5 years' experience, and should demonstrate experience in at least 5 similar projects in the following:		50
	Tenderer's are required to demonstrate construction experience within Mechanical/Marine Engineering projects, inclusive of pressure vessels, piping, tanks, etc.	5	
	Tenderer's are required to demonstrate construction experience within Low Voltage industrial Electrical projects, inclusive of supply, installation and commissioning of lighting, LV power supply, DB boards, etc.	1	
	Tenderer's are required to demonstrate construction experience within Control and Instrumentation Industrial Projects, inclusive of PLC, SCADA, etc.	2	
	Tenderer's are required to demonstrate construction experience within Naval Architecture and Structural, inclusive of Class certification, fabrications to class standards, ballasting and marine application steel fabrications and coatings, etc.	7	

	<p>The tenderer's project team must include the following personnel, Professionally Registered with relevant experience:  Evidence to be provided, including Curriculum Vitae, proof of qualification,  Authorized body registration (ECSA, SACPCMP, etc),  Track record on similar works, with references with 5 or more years' experience.</p>		
	Project manager, SACPCMP registered, with construction experience.	5	
	Construction Site Manager, SACPCMP registered, with construction and fabrications experience.	5	
	Mechanical Engineer, ECSA registered, with construction experience.	5	

	Structural Engineer, ECSA registered, with structural steel construction experience.	5	
	Electrical Control and Instrumentation, ECSA registered, with construction experience.	5	
	Project Planner, with construction and fabrications experience.	2	
	Team of coded welders, certified and registered, with construction and fabrication experience. Evidence to be provided of at least team of 6, welders' certification, etc.	4	
	Team electricians and millwrights, qualified, certified and red seal registered, with construction experience.	4	
<b>Quality Management</b> See T2.2-05	Quality Manual that is aligned to ISO 9001:2015 QMS requirements.	1	10
	Quality Policy that is aligned to ISO 9001:2015 requirements	1	
	Project Quality Plan for the contract SHALL cover project scope and be aligned to TNPA-QUAL-REQ-14.1 General Quality Requirements for Contractors and Suppliers.	2	
	CV of Quality Officer supplemented by Quality diploma / Technical diploma and ISO 9001:2015 Quality Management System training certificates (Implementation of QMS and Internal Auditing). The Quality Officer MUST have a minimum of 3 years' quality experience in Civil Engineering Construction projects.	3	
	Quality Control Plan MUST cover all Engineering works applicable to the project and clearly identify all inspection, test, verification requirements to meet contractual obligations, specification and drawings as required by the project scope.	3	
<b>Health and Safety</b> See T2.2-06	Company Health and Safety Policy is signed and dated, Indicating the minimum five elements listed in T2.2-06	0,5	5
	Roles and responsibilities of legal appointees, including but not limited to Safety Officer with proof of CV and registration with relevant authorising body	1	
	Project specific Health and Safety Plan in line with Project Specification 1126901-SP-0001.	1	
	Overview of Risk Assessment process with project specific examples and in line with scope of works	1,5	
	Complete and return with tender documentation the Contractor Safety Questionnaire included as a returnable, attach all required supporting documents	0,5	
	List of job categories for project and competencies required per category and develop a training Matrix for all employees	0,5	



<b>Environmental See T2.2-07</b>	The tenderer must provide a project specific Environmental Management Plan. This plan must be clear on the components listed in T2.2-07.	1,5	5
	The tenderer must provide an Environmental Policy signed by Top Management that displays the following key components listed in T2.2-07	0,5	
	Provide an Organogram depicting key environmental staff. An organogram must be accompanied by CV's showing staff competencies, experience and environmental qualification (Degree/Diploma) relevant to environmental management functions. The type of environmental degree held will be scored	1	
	Experience of Environmental specialists (in number of years of on-the-job training)	1	
	The tenderer must provide a list of projects where construction environmental management duties have been executed including a brief description of such duties	1	
<b>Sub total</b>			<b>100</b>

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

- T2.2-02 Method Statements
- T2.2-03 Programme
- T2.2-04 Previous experience
- T2.2-05 Quality Management
- T2.2-06 Health and Safety Management
- T2.2-07 Environmental Management

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

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

**Note: Any tender not complying with the above-mentioned requirements, will be regarded as non-responsive and will therefore not be considered for further evaluation i.e., Step 2.2 for fabrication facility site inspection. This note must be read in conjunction with Clause C.2.1.**

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**Stage 2.2 – Fabrication facility site inspection.**

A fabrication facility site inspection will be conducted to ensure that the tenderer's facility is equipped for the fabrication works and aligned to Annexure E. Failure to meet all minimum requirements listed in Annexure E will result in disqualification.

**Procedure on how Transnet will verify the requirements in Annexure E:**

- The person/s who must be present from the tenderer's side – The workshop foreman, project manager, and welding foreman.
- Time and duration of the inspection – 1 hour, time and date to be confirmed after technical evaluations.
- Tools of measurement of some of the key indicators – It's a visual inspection, we are counting equipment and check the lease for the square area.
- What the bidder needs to prepare – Lease agreements on hand, a copy showing the area being leased/owned.
- What must the bidder prepare? What will Transnet come with? – Bidder should prepare to take the team around the workshop, showing how the fabrications will be conducted in their facility, showing that they meet the minimum criteria of the physical inspection. Technical specifications of machinery must be onsite, and available at request, or at least nameplates showing capacity on equipment. Transnet must come with PPE, nothing else.

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

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- C.3.11. Only tenders that achieve the minimum qualifying score for functionality will be evaluated /Only tenders that are Administratively and Substantively Responsive will be evaluated further in accordance with the 90/10 preference points systems as described in Preferential Procurement Regulations.

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

Thresholds	Minimum Threshold
Technical / functionality	60

Evaluation Criteria	Final Weighted Scores
Price	90
Specific goals - Scorecard	10
<b>TOTAL SCORE:</b>	<b>100</b>

Up to 100 minus W1 tender evaluation points will be awarded to tenderers who complete the preferencing schedule and who are found to be eligible for the preference claimed. **Should the evidence required for any of the Specific Goals applicable in this tender not be provided, a tenderer will score zero preference points for that particular "Specific Goal".**

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

Selected Specific Goal	Number of points allocated (90/10)
1. B-BBEE Level of contributor (1 or 2)	3.00
2. The promotion of enterprises located in Western Cape province for work to be done or services to be rendered in that municipal area	3.00
3. The promotion of supplier development through subcontracting a minimum of 30% of the value of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	4.00
4. Non-Compliant and/or B-BBEE Level 3-8 contributors	0

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline

+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B- BBEE Certificate / Sworn-Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity
<p>The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:</p> <ul style="list-style-type: none"> <li>i. 30% Black Women owned, 51% Black Youth and 51% Black people with disabilities</li> <li>ii. Entities with a specified minimum B-BBEE level (1 and 2)</li> <li>iii. IEMEs and/or QSEs who are 51% black-owned</li> </ul>	Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
<b>Price</b>	<b>90.00</b>
1. B-BBEE Status Level of Contributor 1 or 2	<b>3.00</b>
2. The promotion of enterprises located in Western Cape province for work to be done or services to be rendered in that municipal area	<b>3.00</b>
3. The promotion of supplier development through subcontracting a minimum of 30% of the value of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	<b>4.00</b>
4. Non-compliant and/or B-BBEE Level 3-8 contributors	<b>0</b>
<b>TOTAL</b>	<b>100</b>

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

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C.3.13 Tender offers will only be accepted if:

1. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
2. The tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
3. The tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.
4. Transnet reserves the right to award the tender to the tenderer who scores the highest number of points overall, unless there are **objective criteria** which will justify the award of the tender to another tenderer. Objective criteria include but are not limited to the outcome of a due diligence exercise to be conducted. The due diligence exercise may take the following factors into account inter alia; the tenderer:
  - a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
  - b) is not undergoing a process of being restricted by Transnet or other state institution that Transnet may be aware of,
  - c) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
  - d) has the legal capacity to enter into the contract,
  - e) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
  - f) complies with the legal requirements, if any, stated in the tender data and
  - g) is able, in the option of the employer to perform the contract free of conflicts of interest.

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

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## T2.1 List of Returnable Documents

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

T2.2-01 **Stage One as per CIDB: Eligibility Criteria Schedule** - CIDB Registration Certificate or CRS number

**Stage One as per CIDB: Eligibility Criteria Schedule** Certificate of attendance at Compulsory Tender Clarification Meeting / Attendance register to be used as a proof

### 2.1.2 Stage Five as per CIDB: these schedules will be utilised for evaluation purposes.

T2.2-02 **Evaluation Schedule:** Method Statements

T2.2-03 **Evaluation Schedule:** Programme

T2.2-04 **Evaluation Schedule:** Previous experience

T2.2-05 **Evaluation Schedule:** Quality Management

T2.2-06 **Evaluation Schedule:** Health and Safety Management

T2.2-07 **Evaluation Schedule:** Environmental Management

### 2.1.3 Returnable Schedules - General:

T2.2-08 Certificate of attendance at Compulsory Tender Clarification Meeting

T2.2-09 Authority to submit tender

T2.2-10 Record of addenda to tender documents

T2.2-11 Letter of Good Standing

T2.2-12 Risk Elements

T2.2-13 Availability of equipment and other resources

T2.2-14 Subcontracting Form

T2.2-15 Site Establishment requirements

T2.2-16 Job-Creation Schedule

T2.2-17 SBD 5 (NIPP)

### Agreement and Commitment by Tenderer:

T2.2-18 CIDB SFU ANNEX G Compulsory Enterprise Questionnaire

### Valid proof of Respondent's compliance to Specific Goals evidence

#### (Preference Claim Form) requirements.

T2.2-19 Capacity and Ability to meet Delivery Schedule

T2.2-20 Non-Disclosure Agreement

T2.2-21 RFP Declaration Form

T2.2-22 RFP Breach of Law

T2.2-23 Certificate of Acquaintance with Tender Document

T2.2-24 Service Provider Integrity Pact

T2.2-25 Supplier Code of Conduct

- |         |  |
|---------|--|
| T2.2-26 | Agreement in terms of Protection of Personal Information Act                               |
| T2.2-27 | Supplier Declaration Form  |
| T2.2-28 | Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO) |

**2.1.4 Bonds/Guarantees/Financial/Insurance:**

- |         |   |
|---------|---|
| T2.2-29 | Insurance provided by the Contractor              |
| T2.2-30 | Form of Intent to provide a Performance Guarantee |
| T2.2-31 | Foreign Exchange requirements                     |
| T2.2-32 | Forecast Rate of Invoicing                        |
| T2.2-33 | Three (3) years audited financial statements      |

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

**2.3 C1.2 Contract Data**

**2.4 C2.1 Pricing Instructions (Bill of Quantities)**

**2.5 C2.2 Bill of Quantities**

**2.6 Part C3: Scope of Work**

**2.7 C3.1 Works Information**

## T2.2-01: 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 **SME** 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 **SME** 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.



## T2.2-02: Evaluation Schedule: Method Statement (15 points)

### Note to tenderers:

Method statement - The tenderers must sufficiently demonstrate the approach/methodology that will be employed to cover the scope of the project, is project specific and as a minimum looks into:

- Project Initiation
  - Site Establishment
  - Location where the new caisson will be built, and advantages of the site chosen for the construction of the caisson
  - Procurement plan for materials
  - Corrosion protection procedure
  - Caisson launching plan
  - Plan to move caisson from launch area into position
  - Caisson control and operational philosophy
  - Electrical installations and requirements
  - Accessing the Works and Permitting
  - Specific Equipment and Plant to be used and the individual usage requirements
  - Sub-Contractors to be used
  - Compilation of Project Documentation and Data Book
- Method Statement includes all specifications as per the scope of work tying into categories listed above, looking at, at a minimum the works packages listed in section 1.3 in the C3 document [10]

<b>S1 WORK PACKAGE</b>	<b>E1 WORK PACKAGE</b>
Caisson steel structure (frames, plating, stringers, webs etc.)	Electrical panels (Motor Control Centre, Distribution board)
Caisson trunks and hatches	Cables
Caisson access ladders	Control Devices (Isolators, switches, etc.)
Sealing face and fender support steelwork	Light Luminaires
Walkway vastrap/mentis grating, handrails and stanchions	Light poles
	Cable Rack
	Wireway – (Trunking, conduits, etc.)
	Generator

<b><u>M1 WORK PACKAGE</u></b>	<b><u>I1 WORK PACKAGE</u></b>
Pumps Piping Pipe fittings Valves Mud boxes Flanges Bolt sets Pipe supports Sealing Face assemblies Corrosion protection system	PLC/ Network Instruments Automated Valves actuators SCADA Cables Marshalling cabinet Racks and Panel

In addition to general methodology for the project, the tenderer must demonstrate the following aspects but not limited to:

- Order and timing of the audits, inspection and design milestones that will take place in order to provide the Works.
- Indication of how the above will be achieved in terms of the associated policies and procedures, and relevant specification described in the tender.



TRANSNET NATIONAL PORTS AUTHORITY  
TENDER NUMBER: TNPA/2023/02/0012/23053/RFP

DESCRIPTION OF THE WORKS: REPLACEMENT OF ROBINSON DRYDOCK FLOATING CAISSON IN  
THE PORT OF CAPE TOWN FORA PERIOD OF TWENTY-FOUR (24) MONTHS

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	Have acceptable real understanding	Excellent Response
(0)	(20)	(40)	(60)	(80)	(100)
<b>No Response - No Information provided, i.e. No Method Statement submitted.</b>	The technical approach will not satisfy project objectives, less than 4 of 13 listed areas	The technical approach is unlikely to satisfy project objectives. The Tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. Generic and /or non-project specific information provided. Method Statement makes mention of between 4 – 8 of the listed areas.	Project specific method statement provided with some technical input. method statement found show potentially effective methods for completing the works and shows understanding on how to complete the works. The approach does deal with some of the critical characteristics of the project and mostly relates to the programme. Method Statement makes mention of between 8 - 13 of the listed areas.	Project specific method statement provided with sound technical input. method statement found to be effective methods for completing the works and shows good understanding to complete the works. The approach does adequately deal with the critical characteristics of the project and relates to the programme. Method Statement makes mention of all of the listed areas, with at least 2 additional areas	Besides meeting the “80” rating, the important issues are approached in an innovative and efficient way, indicating that the Tenderer has outstanding knowledge. The method statement details ways to improve the project outcomes and the quality of the outputs. Method Statement makes mention of all of the listed areas, with more than 2 additional areas
<b>No Response - No Information provided, i.e. No Method Statement submitted.</b>	Method Statement is project specific but proves a poor understanding of the works, mentions between 2-4 works packages as listed in section 1.3 of C3 document, and mentions less than 15 of	Method Statement is project specific, proves a clear understanding of the works, mentions all 4 works packages as listed in section 1.3 of C3 document, and mentions at least 15 of the sub packages listed under these main works packages	Method Statement is project specific, proves an adequate understanding of the works, mentions all 4 works packages as listed in section 1.3 of C3 document, and mentions at least 25 of the sub packages listed under these main works packages	Method Statement is project specific, proves an adequate understanding of the works, mentions all 4 works packages as listed in section 1.3 of C3 document, and mentions between 25 - 30 of the sub packages listed under these main works packages	Method Statement is project specific, proves an adequate understanding of the works, mentions all 4 works packages as listed in section 1.3 of C3 document, and mentions all of the sub packages listed under these main works packages as well as additional areas not listed in the scope of works



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0012/23053/RFP

DESCRIPTION OF THE WORKS: REPLACEMENT OF ROBINSON DRYDOCK FLOATING CAISSON IN  
THE PORT OF CAPE TOWN FORA PERIOD OF TWENTY-FOUR (24) MONTHS

	the sub packages listed under these main works packages				
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## **T2.2-03: Evaluation Schedule: Programme (10 points)**

### **Note to tenderers:**

The Tenderer provides a hard copy of 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 minimum of level 4 showing 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 Including Environmental, Detaille design and Construction

### **Provision of Dates:**

The Contractor clearly indicates in the schedule all 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 which he plans to use.
- The Contractor's programme shows the following levels:
  - Level 1 Master Schedule – defines the major operations and interfaces between engineering design, procurement, fabrication and assembly of Plant and Materials, transportation, construction, testing and pre-commissioning, commissioning and Completion.
  - Level 2 Project Schedule – summary schedules 'rolled up' from Level 3 Project Schedule described below
  - Level 3 Project Schedule – detailed schedules generated to demonstrate all operations identified on the programme from the starting date to Completion. The Project Manager notifies any subsequent layouts and corresponding filters on revised programmes
  - Level 4 Project Schedule – detailed discipline specialty level developed and maintained by the Contractor relating to all operations identified on the programme representing the daily activities by each discipline.

The Tenderer must demonstrate the facility meets the minimum requirement.	No.	Total 10	The tenderer shall demonstrate the following:					
			No response	Very Poor	Poor	Acceptable Response	Good Response	Excellent Response
			(0%)	(20%)	(40%)	(60%)	(80%)	(100%)
Starting date and completion date are stated, and the programme does not exceed 20 months. (Show Column or Gantt Chart)	1	1	No Response or Starting date or completion date not shown = 0%	Starting date and completion date is 21 months or more (Show Column or Gantt Chart) = 20%	Starting date and completion date is 20 months but less than 21 months (Show Column or Gantt Chart) = 40%	Starting date and completion date is 19 months but less than 20 months (Show Column or Gantt Chart) = 60%	Starting date and completion date is 18 months but less than 19 months (Show Column or Gantt Chart) = 80%	Starting date and completion is less than 18 months (Show Column or Gantt Chart) = 100%
All Activities on Critical to be properly linked and logically tied link using critical path method (CPM). (Show the Critical path, Predecessors and Successors Column or Gantt Chart)	2	2	No response or programme does not link activities using CPM = 0%	All Activities on Critical Path partial linked using CPM and open ends in Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 20%	All Activities on Critical Path partial linked using CPM and open ends in Predecessors or Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 40%	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) = 60%	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column or Gantt Chart) No open ends in between Predecessors and Successors on Sub critical and all activities linked = 80%	All Activities on Critical Path properly linked using CPM and no open ends in between Predecessors and Successors (Show the Critical path, Predecessors and Successors Column) No open ends in between Predecessors and Successors on Sub critical and all activities linked and No linking

								<b>on WBS= 100%</b>
<b>All activities as per Level 4</b>	<b>3</b>	<b>2</b>	No response or <b>partially complete</b> or schedule submission is not level 4 or 3 or 2 (i.e., <b>Level 1</b> ) = 0%	The schedule is <b>partially complete</b> and detailed (level2) = 20%	The schedule is detailed ( <b>level 3</b> ) = 40%	The schedule is complete and detailed <b>Level 4</b> = 60%	The schedule is complete and detailed <b>Level 4 and Basis of schedule submitted</b> = 80%	The schedule is complete and detailed <b>Level 4 and Basis of schedule submitted and Key Milestones</b> = 100%
<b>The TNPA activities calendar on the schedule should represent the actual work week/month used. E.g., weekends, public holidays are marked as non-working days from start to finish date</b>	<b>4</b>	<b>1</b>	No response = 0%	The TNPA activities calendar on the schedule should represent the actual <b>Weekends or Public holidays are marked as working days</b> from start to finish date = 20%	The TNPA activities calendar on the schedule should represent the actual <b>Weekends are marked as working days</b> from start to finish date = 40%	The TNPA activities calendar on the schedule should represent the actual <b>Weekends, public holidays are marked as non-working days</b> from start to finish date = 60%	The TNPA activities calendar on the schedule should represent the actual <b>Weekends, public holidays, and builders break are marked as non-working days</b> from start to finish date = 80%	The TNPA activities calendar on the schedule should represent the actual <b>Weekends, public holidays, and builders' breaks are marked as non-working days and float</b> from start to finish date = 100%
<b>All activity durations to be realistic and activities that can be measured in days, Weeks and Months. (Show the duration Column)</b>	<b>5</b>	<b>2</b>	No response = 0%	All Activities durations to be realistic are broken down into <b>Months</b> (Show the duration Column) = 20%	All Activities durations to be realistic are broken down into <b>Months and Weeks</b> (Show the duration Column) = 40%	All activities durations to be realistic are broken down into <b>Months, Weeks, and days</b> (Show the duration Column) = 60%	All activities durations to be realistic are broken down into <b>Weeks and days</b> (Show the duration Column) and = 80%	All activities durations to be realistic are broken down into <b>days</b> (Show the duration Column) = 100%



<b>Programme submission (Software) in PDF either Microsoft project or Primavera P6</b>	<b>6</b>	<b>2</b>	<b>No response = 0%</b>	Programme submitted <b>not in Microsoft Project, Primavera P6 or Excel</b> = 20%	Programme submitted <b>in Excel</b> = 40%	Programme submitted in either <b>Microsoft project or Primavera P6</b> = 60%	Programme submitted in either <b>Microsoft project or Primavera P6 including resource loading</b> (Show the resource Column or Gantt Chart) = 80%	Programme submitted in either <b>Microsoft project or Primavera P6 including resource loading and cashflow forecast</b> (Show the resource and cost Column or Gantt Chart) = 100%
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## T2.2-04: Evaluation Schedule: Previous Experience (50)

### Note to tenderers:

Tenderers are required to demonstrate performance in comparable projects of similar size and nature by supplying the following:

- A list of past / current comparable projects.
- Construction of similar works as detailed in the Works Information with reference to:
  - Civil /Building/Electrical/Mechanical works
  - Retaining structures related to the works information
- At a minimum of 5 references to substantiate experience indicated in each field (Client name and contact details, project description, duration and contract value)
- Tenderers are required to demonstrate performance in comparable projects of similar size and nature, condition and circumstances to the scope of works in the last 5 years. Company should have a minimum 5 years' experience, and should demonstrate experience in at least 5 similar projects in the following:
  - Tenderer's are required to demonstrate construction experience within Mechanical/Marine Engineering projects, inclusive of pressure vessels, piping, tanks, etc. [5]
  - Tenderer's are required to demonstrate construction experience within Low Voltage industrial Electrical projects, inclusive of supply, installation and commissioning of lighting, LV power supply, DB boards, etc. [1]
  - Tenderer's are required to demonstrate construction experience within Control and Instrumentation Industrial Projects, inclusive of PLC, SCADA, etc. [2]
  - Tenderer's are required to demonstrate construction experience within Naval Architecture and Structural, inclusive of Class certification, fabrications to class standards, ballasting. [7]
- The tenderer's project team must include the following personnel, Professionally Registered with relevant experience:

Evidence to be provided, including Curriculum Vitae, proof of qualification, Authorised body registration (ECSA, SACPCMP, etc), Track record on similar works, with references with 5 or more years' experience.

  - Project manager, SACPCMP registered, with construction experience. [5]
  - Construction Site Manager, SACPCMP registered, with construction and fabrications experience. [5]
  - Professionally Registered Mechanical Engineer, ECSA registered, with experience in bilge, ballasting and pumping systems, with pressure and floating vessels. [5]
  - Professionally Registered Structural Engineer, ECSA registered, with structural steel construction experience. [5]
  - Professionally Registered Electrical Control and Instrumentation, ECSA registered, with automation experience. [5]
  - Project Planner, with construction and fabrications experience. [2]

- Team of coded welders, certified and registered, with construction and fabrication experience. Evidence to be provided of at least team of 6, welders' certification, etc [4]
- Team of electricians and millwrights, qualified, certified and red seal registered, with construction and fabrications experience.  
Evidence to be provided of at least team of 4. [4]

**Index of documentation attached to this schedule**

	DOCUMENT NAME
<b>1</b>	
<b>2</b>	
<b>3</b>	
<b>4</b>	
<b>5</b>	
<b>6</b>	
<b>7</b>	

DESCRIPTION OF THE WORKS: REPLACEMENT OF ROBINSON DRYDOCK FLOATING CAISSON AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
(0)	(20)	(40)	(60)	(80)	(100)
No Response - No Information provided	Less than three (3) projects submitted of previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references, etc.	Three (3) - Four (4) projects submitted of previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references, etc.	Five (5) projects submitted of previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references, etc.	Six (6) - Seven (7) projects submitted of previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references, etc.	Eight (8) or more projects submitted of previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references, etc.
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DESCRIPTION OF THE WORKS: REPLACEMENT OF ROBINSON DRYDOCK FLOATING CAISSON AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

	completion certificates, references, etc.	completion certificates, references, etc.	references, etc.	completion certificates, references, etc.	completion certificates, references, etc.
	Less than three (3) projects submitted of previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references, etc.	Five (5) projects submitted of previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references, etc.	Three (3) - Five (5) projects submitted of previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references, etc.	Five (5) - Seven (7) projects submitted of previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references, etc.	Eight (8) or more projects submitted of previous projects successfully implemented in the listed project scope inclusion, including evidence of company experience and project particulars, completion certificates, references, etc.
	Project Manager has no PR certification (SACPCMP) with less than 5 years' experience / Pr Certification with under 2 years' experience.	Project Manager has Pr certification (SACPCMP) with between 2 - 5 years' experience.	Project Manager has Pr certification (SACPCMP) with 5 years relevant experience, in project management	Project Manager has Pr certification (SACPCMP) with between 5 - 7 years relevant experience, in project management	Project Manager has Pr certification (SACPCMP) with more than 8 years relevant experience, in project management
	Site Construction Manager has no Pr certification (SACPCMP) with less than 5 years' experience / Pr Certification with under 2 years' experience.	Site Construction Manager has Pr certification (SACPCMP) with between 2 - 5 years' experience.	Site Construction Manager has Pr certification (SACPCMP) with 5 years relevant experience, in project management of construction projects, structural steel and fabrications projects	Site Construction Manager has Pr certification (SACPCMP) with between 5 - 7 years relevant experience, in project management of construction projects, structural steel and fabrications projects	Site Construction Manager has Pr certification (SACPCMP) with more than 8 years relevant experience, in project management of construction projects, structural steel and fabrications projects

	Mechanical Engineer has no ECSA registration, with less than 5 years' experience / Pr Certification with under 2 years' experience.	Mechanical Engineer, ECSA registered, with between 2 - 5 years' experience.	Mechanical Engineer, ECSA registered, with 5 years relevant experience, in bilge, ballasting and pumping systems, with pressure and floating vessels	Mechanical Engineer, ECSA registered with between 5 - 7 years relevant experience in bilge, ballasting and pumping systems, with pressure and floating vessels	Mechanical Engineer, ECSA registered with more than 8 years relevant experience in bilge, ballasting and pumping systems, with pressure and floating vessels.
	Structural Engineer has no Pr certification with less than 5 years' experience / Pr Certification with under 2 years' experience.	Structural Engineer has PR certification with between 2 - 5 years' experience.	Structural Engineer has Pr. certification with 5 years relevant experience, in structural steel construction projects	Structural Engineer has PR. certification with between 5 - 7 years relevant experience, in structural steel construction projects	Structural Engineer has Pr. certification with more than 8 years relevant experience, in structural steel construction projects
	Electrical Control and Instrumentation Engineer has no Pr certification with less than 5 years' experience / Pr Certification with under 2 years' experience.	Electrical Control and Instrumentation Engineer has Pr certification with between 2 - 5 years' experience.	Electrical Control and Instrumentation Engineer has Pr. certification with 5 years relevant experience, within automation, PLC systems, SCADA systems and control systems	Electrical Control and Instrumentation Engineer has Pr. certification with between 5 - 7 years relevant experience, within automation, PLC systems, SCADA systems and control systems	Electrical Control and Instrumentation Engineer has Pr. certification with more than 8 years relevant experience, within automation, PLC systems, SCADA systems and control systems.
	Project Planner has no Pr certification (SACPCMP) with less than 5 years' experience / Pr Certification with under 2 years' experience.	Site Construction Manager has Pr certification (SACPCMP) with between 2 - 5 years' experience.	Site Construction Manager has Pr certification (SACPCMP) with 5 years relevant experience, in project management of construction projects, structural steel and fabrications projects	Site Construction Manager has Pr certification (SACPCMP) with between 5 - 7 years relevant experience, in project management of construction projects, structural steel and fabrications projects	Site Construction Manager has Pr certification (SACPCMP) with more than 8 years relevant experience, in project management of construction projects, structural steel and fabrications projects

DESCRIPTION OF THE WORKS: REPLACEMENT OF ROBINSON DRYDOCK FLOATING CAISSON AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS

	<p>Welding team of between 1-2 welders, of which at least 1 are level 3 / 3<sup>rd</sup> class accredited or better. Submission includes supporting documents as listed:</p> <ul style="list-style-type: none"> <li>-Listed resources has five (5) years' experience in fabrication project</li> <li>-CV, certification, registration body documents submitted</li> </ul>	<p>Welding team of between 3-5 welders, of which at least 2 are level 3 / 3<sup>rd</sup> class accredited or better. Submission includes supporting documents as listed:</p> <ul style="list-style-type: none"> <li>-Listed resources has five (5) years' experience in fabrication project</li> <li>-CV, certification, registration body documents submitted</li> </ul>	<p>Fully resourced team of 6 welders, of which at least 3 are level 3 / 3<sup>rd</sup> class accredited or better. Submission includes supporting documents as listed:</p> <ul style="list-style-type: none"> <li>-Listed resources has five (5) years' experience in fabrication project</li> <li>-CV, certification, registration body documents submitted</li> </ul>	<p>Fully resourced team of 6 welders, of which at least 5 are level 3 / 3<sup>rd</sup> class accredited or better. Or more than 6 welders CVs submitted, with at least 4 level 3. Submission includes supporting documents as listed:</p> <ul style="list-style-type: none"> <li>-Listed resources has five (5) years' experience in fabrication project</li> <li>-CV, certification, registration body documents submitted</li> </ul>	<p>Fully resourced team of 6 welders, of which all are level 3 / 3<sup>rd</sup> class accredited or better. Or more than 6 welders CVs submitted, with at least 6 level 3. Submission includes supporting documents as listed:</p> <ul style="list-style-type: none"> <li>-Listed resources has five (5) years' experience in fabrication project</li> <li>-CV, certification, registration body documents submitted</li> </ul>
	<p>Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed:</p> <ul style="list-style-type: none"> <li>-Listed resources has two (2) - four (4) years' experience in construction project</li> <li>-CV, certification, registration body documents submitted</li> </ul>	<p>Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed:</p> <ul style="list-style-type: none"> <li>-Listed resources has less than two (2) years' experience in construction project</li> <li>-CV, certification, registration body documents submitted</li> </ul>	<p>Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed:</p> <ul style="list-style-type: none"> <li>-Listed resources has five (5) years' experience in construction project</li> <li>-CV, certification, registration body documents submitted</li> </ul>	<p>Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed:</p> <ul style="list-style-type: none"> <li>-Listed resources has six (6) - seven (7) years' experience in construction project</li> <li>-CV, certification, registration body documents submitted</li> <li>-Proof of qualification</li> <li>-Authorized body registration (ECSA, SACPCMP, etc.)</li> <li>-Track record on similar works, with contactable references</li> </ul>	<p>Project team resource as listed and as indicated in scope of works, and submission includes supporting documents as listed:</p> <ul style="list-style-type: none"> <li>-Listed resources has eight (8) or more years' experience in construction project</li> <li>-CV, certification, registration body documents submitted</li> <li>-Proof of qualification</li> <li>-Authorized body registration (ECSA, SACPCMP, etc.)</li> <li>-Track record on similar works, with contactable references</li> </ul>

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**T2.2-05: Evaluation Schedule: Quality Management  
Functionality Criteria (15 points)**

Due consideration must be given to the deliverables required to execute and complete the contract as per the ISO 9001:2015 QMS requirements and should include:

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0012/23053/RFP

DESCRIPTION OF THE WORKS: REPLACEMENT OF ROBINSON DRYDOCK FLOATING CAISSON AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

The scoring will be as follows:

Points (10)	Quality Manual aligned to ISO 9001:2015 (1)	Quality Policy (1)	Project Quality Plan for the contract (2)	CV of Quality Officer(3)	Quality Control Plan (QCP's) (3)
<b>core (0)</b>	No Quality manual submitted.	No Quality policy submitted.	No PQP submitted.	No CVs submitted	No QCPs submitted.
<b>Score (20)</b>	Quality manual contains 1 of the 5 QMS requirements: 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains One (1) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 1 of the PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with neither quality diploma / technical diploma with ISO 9001:2015 QMS certificate nor quality experience	Quality Control Plan contains 1 of the 5 QCP requirements 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
<b>Score 40</b>	Quality manual contains 2 of the 5 QMS requirements 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains Two (2) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 2 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with less than 3 years quality experience with no quality or technical qualification and ISO 9001:2015 QMS certificate	Quality Control Plan contains 2 of the 5 QCP requirements 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/02/0012/23053/RFP

DESCRIPTION OF THE WORKS: REPLACEMENT OF ROBINSON DRYDOCK FLOATING CAISSON AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

<b>Score 60</b>	Quality manual contains 3 of the 5 QMS requirements 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains Three (3) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a	Project Quality Plan contains 3 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4.	CV with 3-5 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate	Quality Control Plan contains 3 of the 5 QCP requirements 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field

		commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Audits 5. Control of nonconforming outputs		inspection checklist 5. Relevant signatories
<b>Score 80</b>	Quality manual contains 4 of the 5 QMS requirements 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains Four (4) of Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains 4 of the 5 PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with 6-10 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate	Quality Control Plan contains 4 of the 5 QCP requirements 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories
<b>Score 100</b>	Quality manual contains all 5 of the QMS requirements 1. Context of the organization 2. Leadership 3. Support 4. Operation 5. Performance evaluation	Quality Policy contains all Five (5) key policy elements: 1. is appropriate to the purpose and context of the organization 2. provides framework for setting quality objectives, 3. includes a commitment to satisfy applicable requirements, 4. includes a commitment to continual improvement, 5. is communicated and understood within the organization	Project Quality Plan contains all 5 of the PQP requirements: 1. Scope of works 2. Control of documented information 3. Resources 4. Audits 5. Control of nonconforming outputs	CV with more than 10 years quality experience with quality diploma / technical diploma with ISO 9001:2015 QMS certificate	Quality Control Plan contains all 5 of the QCP requirements 1. Sequence of activities 2. Procedure/Code specifications 3. Intervention Points 4. Field inspection checklist 5. Relevant signatories

TRANSNET NATIONAL PORTS AUTHORITY  
 TENDER NUMBER: TNPA/2023/02/0012/23053/RFP  
 DESCRIPTION OF THE WORKS: REPLACEMENT OF ROBINSON DRYDOCK FLOATING CAISSON AT THE PORT OF CAPE TOWN FOR A PERIOD OF TWENTY-FOUR (24) MONTHS.

**Attached submissions to this schedule:** .....

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

Signed	Date
.....	.....
Name	Position
.....	.....
Tenderer	.....

## T2.2-06: Evaluation Schedule: Health and Safety Management (5)

The tenderer must submit the following documents as a minimum with the tender submission:

1. Company Safety, Health & Environmental Policy signed and dated by the Director/ Chief Executive Officer (CEO). Indicating as minimum the following five elements - **[0.5]**
  - i. Commitment to Safety, prevention of pollution,
  - ii. Continual improvement,
  - iii. Compliance to legal requirements, appropriate to the nature of contractor's activities,
  - iv. Hold management accountable for development of the safety systems.
  - v. Include objectives and targets.
2. Roles and responsibilities of legal appointees in terms of OHSA 85 of 1993 and its Regulations including CV, Qualifications & Registration where applicable. **[1]**
  - i. S16.1 CEO,
  - ii. S16.2 Assistant to CEO,
  - iii. CR8.1 Construction Manager Registered **SACPCMP**,
  - iv. CR8.2 Assistant Construction Manager,
  - v. CR8.5 Construction Health & Safety Manager/ Officer Registered **SACPCMP**,
  - vi. CR8.7 Construction Supervisor,
  - vii. CR9.1 Risk Assessor
  - viii. H&S Rep,
  - ix. Incident Investigator,
  - x. GSR 3(4) First Aider as per the Occupational health and safety Act 85 of 1993 and Regulations.
3. Project specific Health and Safety Plan in line with Project Specification 1126901-SP- 0001. Health and Safety Management Plan must include the following minimum requirements but not limited to: **[1]**
  - i. Roles and Responsibilities
  - ii. Risk Assessment Plan
  - iii. Health and Safety Training
  - iv. Health and Safety Inspection & Audits
  - v. Emergency Preparedness and response
  - vi. Personal Protective Equipment (PPE)
  - vii. Fall Protection and Rescue Plan
  - viii. Incident Management and Reporting

- ix. Plant, Machinery and Equipment's
  - x. Occupational Health and Hygiene
4. Overview of the tenderer's Risk Assessment methodology, and submission of risk assessments indicating major activities of the works and how the risks will be addressed and mitigated and must be in line with the Scope of Work (SoW) namely but not limited to: **[1.5]**
- S1 – Caisson Structure and Steelwork
  - M1 – Bilge System
  - E1 – Electrical Installation
  - I1 - Control System Installation
  - Working in Water (Diving and/or Barge etc.)
5. Complete and return with tender documentation the Contractor Safety Questionnaire included as a returnable, attach all required supporting documents. **[0.5]**
- Letter of Good Standing
  - Safety Induction/ orientation booklet or similar
  - Valid ISO 45001: 2018 Certification
  - Previously H&S Recognition Certificate
6. List of job categories for project and competencies required per category and develop a training Matrix for all employees who will be working on the project. This matrix must include key responsible persons (Project Manager, Construction Manager, Construction Supervisor, H&S Manager & H&S Officer etc.) and be signed off by the 16(2) appointees. **[0.5]**

**Attached submissions to this schedule:**

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

Score	No response	Poor	Less Than Acceptable	Acceptable response to the particular aspect	Above acceptable real understanding	Excellent Response
	(0)	(20)	(40)	(60)	(80)	(100)
0.5	<b>No response</b> - The Tenderer has submitted no information or Health & Safety Policy not signed and dated.	The Tenderer has submitted signed and dated H&S Policy and addressed <b>one (1)</b> element for the Company Health and Safety Policy.	The Tenderer has submitted signed and dated H&S Policy and addressed <b>two (2)</b> elements for the Company Health and Safety Policy.	The Tenderer has submitted signed and dated H&S Policy and addressed <b>three (3)</b> elements for the Company Health and Safety Policy.	The Tenderer has submitted signed and dated H&S Policy and addressed <b>four (4)</b> elements for the Company Health and Safety Policy.	The Tenderer has submitted signed and dated H&S Policy and addressed <b>five (5)</b> elements for the Company Health and Safety Policy.
1	<b>No response</b> - The Tenderer has submitted no information or inadequate information to determine score.	The Tenderer has submitted <b>(1) or (2)</b> role and responsibilities of legal appointees in terms of OHS Act, 85 of 1993 and Regulations.	The Tenderer has submitted <b>(3) to (5)</b> roles and responsibilities of legal appointees in terms of OHS Act, 85 of 1993 and Regulations.	The Tenderer has submitted <b>(6) to (7)</b> roles and responsibilities of legal appointees in terms of OHS Act, 85 of 1993 and Regulations.	The Tenderer has submitted <b>(8) to (9)</b> roles and responsibilities of legal appointees in terms of OHS Act, 85 of 1993 and Regulations.	The Tenderer has submitted <b>(10)</b> roles and responsibilities of legal appointees in terms of OHS Act, 85 of 1993 and Regulations.

<b>1</b>	<b>No response</b> –Generic document submitted or irrelevant to the project.	The tenderer has submitted project specific H&S Plan including three <b>(3)</b> -four <b>(4)</b> stated employer's requirements	The tenderer has submitted project specific H&S Plan including five <b>(5)</b> - six <b>(6)</b> stated employer's requirements	The tenderer has submitted project specific H&S Plan including seven <b>(7)</b> – nine <b>(9)</b> stated employer's requirements	The tenderer has submitted project specific H&S Plan including ten <b>(10)</b> stated employer's requirements	The tenderer has submitted project specific H&S Plan including all 10 stated employer's requirements and other <b>additional</b> requirements.
<b>1.5</b>	<b>No response</b> - Risk assessment methodology is provided but not aligned to project scope.	Risk assessment methodology is provided with the risk assessment. <b>1</b> major activity are provided in task-based risk assessment and are aligned to the project.	Risk assessment methodology is provided with the risk assessment. <b>2</b> major activities are provided in task-based risk assessment and are aligned to the project.	Risk assessment methodology is provided with the risk assessment. <b>3</b> major activities are provided in task-based risk assessment and are aligned to the project.	Risk assessment methodology is provided with the risk assessment. <b>4</b> major activities are provided in task-based risk assessment and are aligned to the project.	Risk assessment methodology is provided with the risk assessment. <b>5</b> major activities are provided in task-based risk assessment and are aligned to the project.
<b>0.5</b>	<b>No response</b> -Health and Safety questionnaire is not fully completed and no supporting documents attached.	Health and Safety questionnaire is fully completed, and no supporting documents attached.	Health and Safety questionnaire is completed and <b>(1)</b> supporting documents is attached.	Health and Safety questionnaire is completed and <b>(2)</b> supporting documents is attached.	Health and Safety questionnaire is completed and <b>(3)</b> supporting documents is attached.	Health and Safety questionnaire is completed and <b>(4)</b> supporting documents is attached.
<b>0.5</b>	<b>No response</b> - The Tenderer has submitted no information,	<b>1</b> Key responsible person is included on training matrix. Training matrix aligned to the scope and is	<b>2</b> Key responsible person is included on training matrix. Training matrix aligned to the scope and is signed by responsible person.	<b>3</b> Key responsible person is included on training matrix. Training matrix aligned to the scope and is signed by responsible person.	<b>4</b> Key responsible person is included on training matrix. Training matrix aligned to the scope and is signed by responsible person.	<b>5</b> Key responsible person is included on training matrix. Training matrix aligned to the scope and is signed by responsible person.

	or Training Matrix not signed.	signed by responsible person.				
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## T2.2-07: Evaluation Schedule: Environmental Management (5)

The Tenderer must review the following documents in preparation to 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, 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:
  - Commitment to comply with all applicable environmental laws, regulations and standards.
  - Commitment to pollution prevention
  - Emphasize the organisation's commitment to continual improvement in environmental performance
  - Address the sustainable use of resources/ resource conservation
  - Is communicated to all employees working for or on behalf of the Contractor.
3. Provide an **Organogram** depicting key environmental staff. An organogram must be accompanied by CV's showing staff competencies, **experience and environmental qualification** (Degree/Diploma) relevant to environmental management functions. **(Proof of Qualification must be submitted)**.
4. The tenderer must provide a **list of projects** where construction environmental management duties have been executed including a brief description of such duties.

**Attached submissions to this schedule:**

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**By signing this Tender Schedule, the tenderer confirms that they will comply with the above requirements 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:**

**1. Site specific Environmental management system**

	<b>Environmental Management Plan</b>	<b>Environmental Policy</b>	<b>Organogram - Environmental Personnel Qualification</b>	<b>Environmental Personnel Experience</b>	<b>List of projects where construction environmental management duties have been executed</b>
<b>Points</b>	<b>0.5</b>	<b>1.5</b>	<b>1</b>	<b>1</b>	<b>1</b>
<b>Score0</b>	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score	The Tenderer has submitted no information to determine a score or submitted Qualifications not in the Natural Science or Environmental Studies	They have <11 months of relevant on the job experience	The Tenderer has submitted no information to determine a score
<b>Score 20</b>	EMP only responds to 1-2 of the items listed under 1 above.	Policy addresses 1 of the required elements listed under 2 above	They are in possession of a relevant Certificate in Natural Science or Environmental Studies	They have >1years but ≤3 years of relevant on the job experience	Tenderer has only executed environmental management duties in 1 project
<b>Score 40</b>	EMP only responds to 3 of the items listed under 1 above.	Policy addresses 2 of the required elements listed under 2 above	They are in possession of a Diploma in Natural Science or Environmental Studies	They have >3yrs but ≤4 years of relevant on-the- job experience.	Tenderer has only executed environmental management duties in 2 projects

<b>Score 60</b>	EMP only responds to 4 of the items listed under 1 above.	Policy addresses 3 of the required elements listed under 2 above and is possibly able to meet the Employer's requirements	They are in possession of a Bachelor's degree/ B Tech in Natural Science or Environmental Studies	They have >4 yrs but ≤8 years of relevant on-the- job experience	Tenderer has only executed environmental management duties in 3 projects
<b>Score 80</b>	EMP only responds to 5 of the items listed under 1 above.	Policy addresses 4 of the required elements listed under 2 above and is likely to ensure compliance with the stated Employer's requirements	They are in possession of a Bachelor's degree with Honours in Natural Science or Environmental Studies	They have >8 but ≤10 years relevant on-the-job experience	Tenderer has only executed environmental management duties in 4 projects
<b>Score 100</b>	EMP responds to all the items listed under 1 above.	Policy addresses 5 of the required elements listed under 2 above and is likely to ensure compliance with the stated Employer's requirements	They are in possession of a Masters Degree in Natural Science or Environmental Studies	They have > 10 years of relevant on-the-job experience	Tenderer has only executed environmental management duties in 5 projects

## T2.2-08: 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:	Transnet National Ports Authority (TNPA) 34 South Arm Road Cape Town	
On (date)	10 November 2023	Starting time: 10:00am

### 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

## T2.2-09: 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.

COMPANY	PARTNERSHIP	JOINT VENTURE	SOLE PROPRIETOR

### A. Certificate for Company

I, \_\_\_\_\_ chairperson of the board of directors

\_\_\_\_\_

\_\_\_\_\_, hereby confirm that by resolution

of the board taken on \_\_\_\_\_ (date), Mr/Ms \_\_\_\_\_,

acting in the capacity of \_\_\_\_\_, was authorised to

sign all documents in connection with this tender offer and any contract resulting from it on behalf of the company.

Signed

Date

Name

Position

Chairman of the Board of Directors

## B. Certificate for Partnership

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

\_\_\_\_\_ hereby authorise Mr/Ms \_\_\_\_\_

acting in the capacity of \_\_\_\_\_, to sign all

documents in connection with the tender offer for Contract \_\_\_\_\_ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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

### C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms \_\_\_\_\_, an authorised signatory of the company

\_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract \_\_\_\_\_ and any contract resulting from it on our behalf.

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

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

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



**D. Certificate for Sole Proprietor**

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

Signed

Date

Name

Position

Sole Proprietor

## T2.2-10: Record of Addenda to Tender Documents

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

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

Attach additional pages if more space is required.



**T2.2-11 Letter/s of Good Standing with the Workmen’s  
Compensation Fund**

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

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

Name of Company/Members of Joint Venture:

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## **T2.2-12: Risk Elements**

Tenderers to identify and evaluate the potential risk elements associated with the Works and possible mitigation thereof. The risk elements and the mitigation as identified thereof by the Tenderer are to be submitted.

If No Risks are identified "No Risks" must be stated on this schedule.

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

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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 works as described in the Works Information.

Equipment Type and Availability – Description	Hourly Rate	Number of Equipment	Details of Ownership

## 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:

**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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Name of Proposed Subcontractor		Address		Nature of work		Amount of Worked	Percentage of work

<b>% Black Owned</b>	<b>EME</b>	<b>QSE</b>	<b>Youth</b>	<b>Women</b>	<b>Disabilities</b>	<b>Rural/ Underdevelo pedareas/ Townships</b>	<b>Military Veterans</b>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name of Proposed Subcontractor			Address		Nature of work		mount of Worked	Percentage of work
% Black Owned	EME	QSE	Youth	Women	Disabilities	Rural/ Underdeve loped areas/ Townships	Military Veterans	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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 are no margins, text, or other markings on the paper.



## T2.2-16: Job-creation schedule

The Government has identified State Owned Enterprises sourcing activities as a key enabler to achieve the National Development Plan (NDP) objective of reducing unemployment from the current baseline of 28% to 6%.

In order to give effect to these job creation objectives, Tenderers are required to provide the following undertaking of new jobs that will be created (either by them or by their subcontractors) should they be awarded this tender.

**Tenderers to note, that if successful, any deviations from the Job creation Schedule in the contract phase will be subject to acceptance by the Project Manager in terms of the Conditions of Contract. Please also note the applicable Z clauses in Contract Data by Employer.**

(a) Please indicate total number of new jobs that will be created over the term of the contract:

Total number and value of new jobs created	Total number of new jobs	Total rand value of new jobs created

(b) Of the total number of new jobs created, please indicate the number and value of new jobs to be created for the following designated groups:

	Total number of new jobs	Total rand value of new jobs
Black men		
Black women		
Black Youth		
Black people living in rural or underdeveloped areas or townships		
Black People with Disabilities		

(c) Of the total number of new jobs created, please indicate the number of skilled, semi-skilled and unskilled new jobs that will be created over the term of the contract:

	Total number of Skilled jobs	Total number of Semi-skilled jobs	Total number of skilled jobs
Black men			

Black women			
Black Youth			
Black people living in rural or underdeveloped areas or townships			
Black People with Disabilities			
Other			

(d) Please indicate the number of new jobs to be created, broken down per quarter over the term of the contract.

Year 1	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				
Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

Year 2	Q1	Q2	Q3	Q4
Total number of new jobs				
Number of new jobs for Black men				
Number of new jobs for black women				
Number of new jobs for black youth				

Number of new jobs for black people living in rural or underdeveloped areas or townships				
Number of new jobs for black People with Disabilities				
Number of new jobs for other categories				
Number of new skilled jobs				
Number of new semi-skilled jobs				
Number of new unskilled jobs				

## **T2.2-17: The National Industrial Participation Programme SBD 5 (NIPP)**

### **INTRODUCTION**

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

### **1. PILLARS OF THE PROGRAMME**

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.
  - or
  - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$5 million.
  - or
  - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
  - or
  - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.

- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a pro-rata basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

## **2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

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

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with their bid documentation at the closing date and time of the bid.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub- paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIPP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
  - Bid number;
  - Description of the goods or services;

- Date on which the contract was awarded;
- Name, address and contact details of the contractor;
- Value of the contract; and
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

#### 4. PROCESS TO SATISFY THE NIPP OBLIGATION

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

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

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

Bid number ..... Closing date: .....

Name of bidder.....

Postal address .....

.....

Signature.....

Name (in print).....

Date.....

## T2.2-18: ANNEX G Compulsory Enterprise Questionnaire

The following particulars hereunder must be furnished.

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

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

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

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

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

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

Name	Identity number	Personal income tax number

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

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

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

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

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

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

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



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

authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

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;

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;

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

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 The value of this bid is estimated to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable. Despite the stipulated preference point system, Transnet shall use the lowest acceptable bid to determine the applicable preference point system in a situation where all received acceptable bids are received outside the stated preference point system.

1.3 Preference points for this bid shall be awarded for:

- (a) Price;
- (b) B-BBEE Status Level of 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:

DESCRIPTION	POINTS
Price	90.00
B-BBEE Status Level of Contributor 1 or 2	3.00
The promotion of enterprises located in Western Cape province for work to be done or services to be rendered in that municipal area	3.00
The promotion of supplier development through subcontracting a minimum of 30% of the value of the contract to /with EMEs and/or QSEs 51% owned by black people, youth, women, or disabled people	4.00
Non-compliant and/or B-BBEE Level 3-8 contributors	0
<b>TOTAL</b>	<b>100</b>

- 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 defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (h) **"Price"** includes all applicable taxes less all unconditional discounts.
- (i) **"Proof of B-BBEE Status Level of Contributor"**
  - i) the B-BBEE status level certificate issued by an authorised body or person;
  - ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
  - iii) any other requirement prescribed in terms of the B-BBEE Act.
- (j) **"QSE"** means a Qualifying Small Enterprise as defined 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 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

Points scored for comparative price of bid under consideration

Comparative price of bid under consideration

Comparative price of lowest acceptable bid

### 4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

Specific Goals	Acceptable Evidence
B-BBEE Status contributor	B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
+50% Black Youth Owned Entities	Certified copy of ID Documents of the Owners and B- BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline
Entities Owned by People with Disability (PWD)	Certified copy of ID Documents of the Owners / Doctor's note and /or EEA1 form confirming the disability
EME or QSE 51% Black Owned	B-BBEE Certificate / Sworn-Affidavit / CIPC Certificate
The promotion of enterprises located in a specific province/region/municipal area for work to be done or services to be rendered in that province/region/municipal area	CIP - Registered address of entity

<p>The promotion of supplier development through sub-contracting or JV for a minimum of 30% of the value of a contract to South African Companies which are:</p> <p>30% Black Women, 51% Black Youth and 51% Black people with disabilities</p> <p>Entities with a specified minimum B- BBEE level (1 and 2)</p> <p>EMEs and/or QSEs who are 51% black-owned</p>	<p>Sub-contracting agreements and Declaration / Joint Venture Agreement and CIPC – B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate as per DTIC guideline</p>
--	--

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

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

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

- |     |  |
|-----|--|
| 4.3 | A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.   |
| 4.4 | Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.  |
| 4.5 | 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 OF PARAGRAPHS 1.4 AND 6.1	LEVEL OF CONTRIBUTION	CLAIMED	IN	TERMS
----	--	--------------------------	---------	----	-------

- 6.1 B-BBEE Status Level of Contribution: . = .....(maximum of 10 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted? **(Tick applicable box)**

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

[illegible]

**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

.....

.....

.....

8.4 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.6 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 interest<sup>2</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	e of State institution

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

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

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

4.2.1 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 consortium<sup>3</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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 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.
- 3.7 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.
- 3.8 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
- i. (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: Capacity and Ability to meet Delivery Schedule**

### **Note to tenderers:**

The Tenderer is required to demonstrate to the Employer that the tenderer has sufficient current and future capacity to carry out the work as detailed in the Works Information and that the tenderer has the capacity and plans in place to meet the required delivery schedule as required. To this end, the following must be provided by the Tenderer:

A schedule detailing the following:

Maximum quantity of work concurrently performed by the Tenderer in the recent past in order to illustrate his potential capacity to design, fabricate and/or construct work of a similar nature;

Current and future work on his order book, showing quantity and type of equipment;

Quantity of work for which the Tenderer has tenders in the market or is currently tendering on;

The work as covered in this Works Information, planned and scheduled as per the Tenderer's capacities and

methods but meeting the required delivery schedule.

## T2.2-20 NON-DISCLOSURE AGREEMENT

[..... 2023]

**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.

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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 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.

2.5 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

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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 of 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.

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## 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

## T2.2-21: RFP Declaration form

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

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

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

PARTNER/SHAREHOLDER:

ADDRESS:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Indicate nature of relationship with Transnet:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

6. We accept that any dispute pertaining to this tender will be resolved through the Ombudsman process and will be subject to the Terms of Reference of the Ombudsman. The Ombudsman process must first be exhausted before judicial review of a decision is sought. (Refer "Important Notice to respondents" below).
7. We further accept that Transnet reserves the right to reverse a tender award or decision based on the recommendations of the Ombudsman without having to follow a formal court process to have such award or decision set aside.
8. We have acquainted ourselves and agree with the content of T2.2-24 "Service Provider Integrity Pact".

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

### IMPORTANT NOTICE TO TENDERERS

Transnet has appointed a Procurement Ombudsman to investigate any material complaint in respect of tenders exceeding R5,000,000.00 (five million S.A. Rand) in value. Should a Tenderer have any material concern regarding a tender process which meets this value threshold, a complaint may be lodged with Transnet's Procurement Ombudsman for further investigation.

It is incumbent on the Tenderer to familiarise himself/herself with the Terms of Reference for the Transnet Procurement Ombudsman, details of which are available for review at Transnet's website [www.transnet.net](http://www.transnet.net).

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An official complaint form may be downloaded from this website and submitted, together with any supporting documentation, within the prescribed period, to [procurement.ombud@transnet.net](mailto:procurement.ombud@transnet.net)

For transactions below the R5,000,000.00 (five million S.A. Rand) threshold, a complaint may be lodged with the Chief Procurement Officer of the relevant Transnet Operating Division.

All Tenderers should note that a complaint must be made in good faith. If a complaint is made in bad faith, Transnet reserves the right to place such a tenderer on its List of Excluded Bidders.

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## T2.2-22: REQUEST FOR PROPOSAL – Breach of law

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

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

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

NATURE OF BREACH:

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DATE OF BREACH:

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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\_\_\_\_\_

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SIGNATURE OF TENDER

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## **T2.2-23 Certificate of Acquaintance with Tender Documents**

NAME OF TENDERING ENTITY:

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1. By signing this certificate I/we acknowledge that I/we have made myself/ourselves thoroughly familiar with, and agree with all the conditions governing this 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

## **T2.2-24 Service Provider Integrity Pact**

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

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

### **INTEGRITY PACT**

Between

**TRANSNET SOC LTD**

Registration Number: 1990/000900/30

("Transnet")

and

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



## **PREAMBLE**

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

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

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

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

## **1 OBJECTIVES**

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

## **2 COMMITMENTS OF TRANSNET**

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

- 2.1 Transnet hereby undertakes that no employee of Transnet connected directly or indirectly with the sourcing event and ensuing contract, will demand, take a promise for or accept directly or through intermediaries any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Tenderer, either for themselves or for any person, organization 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 willing 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, favors 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 favors, benefit or services. Such favors 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; has litigated against Transnet in bad faith.
- h) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- i) 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;
- j) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- k) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- l) 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;
- m) 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:
  - (iii) he made the statement in good faith honestly believing it to be correct; and
  - (iv) before making such statement he took all reasonable steps to satisfy himself of its correctness;
- n) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- o) 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



## **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 favoritism 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 recognizes 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 endeavors 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.

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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 .....

---

## **T2.2-25: 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.

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### 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

## **T2.2-26 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 (..... ) hereinafter Operator and the Data subject is "Transnet". Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.

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

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

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





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

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

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

YES	
-----	--

NO	
----	--



- 2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.
- 2.14. Should a Tenderer have any complaints or objections to processing of its personal information, by Transnet, the Tenderer can submit a complaint to the Information Regulator on <https://www.justice.gov.za/inforeg/>, click on contact us, click on complaints.IR@justice.gov.za

### 3. **SOLE AGREEMENT**

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

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

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

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

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

**(Pty) Ltd**

(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 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-BBEE score. It is only in this context that an EME may submit a B- BBEE verification certificate. These ME 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](http://www.thedti.gov.za) or EME certificates at CIPC from [www.cipic.co.za](http://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- BBEEE 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.



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](http://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.



## 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 )::

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 Office Branch

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	Provincia lGovt	Local Govt
	Educational Institution	Specialised Profession	Financial Institution	Joint Ventur e	Foreign International	Foreign Office Branch

Your Current Company's VAT Registration Status	
VAT Registration Number	
If <b>Exempted from VAT registration</b> , 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.

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 <b>EME</b>		>R10Million <R50Million <b>QSE</b>		>R50Million <b>Large Enterprise</b>	
--	---------------------------	--	--	--	--	--

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														
<b>Please Note:</b> 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;
- 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<sup>st</sup> 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

YES NO -





A supplier that is not as yet in our value chain that we are assisting in their developmental area.	
<b>SUPPLIER DEVELOPMENT BENEFICIARY</b>	
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 .
<b>GRADUATION FROM ED TO SD BENEFICIARY</b>	
When a supplier that we assisted with as an ED beneficiary then gets awarded a business and we start Transacting with.	YES NO .
<b>ENTERPRISE DEVELOPMENT RECIPIENT</b>	
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	

## 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 R1millionthreshold, 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**

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I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

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



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

3. I hereby declare under Oath that:

- The Enterprise is \_\_\_\_\_ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is \_\_\_\_\_ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- 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  
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	<b>Level One</b> (135% B-BBEE procurement recognition level)
At Least 51% black owned	<b>Level Two</b> (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

## APPENDIX D

### SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

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

<b>Definition of "Black People"</b>	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- before 27 April 1994; or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
<b>Definition of "Black Designated Groups"</b>	"Black Designated Groups means: unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; Black people who are youth as defined in the National Youth Commission Act of 1996; 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; Black people living in rural and under developed areas; 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 % = \_\_\_\_\_ %
- 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	<b>Level One</b> (135% B-BBEE procurement recognition)	
At least 51% Black Owned	<b>Level Two</b> (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	<b>Level Four</b> (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



## 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 <b>bank stamp not older than 3 Months &amp; sign by Bank Teller</b> ).		
4. Certified ( <b>Not Older than 3 Months</b> ) 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 <b>Physical</b> and <b>Postal</b> address.		
8. Original or certified copy of SARS Tax Clearance certificate and Vat registration certificate.		
9. BBBEE certificate and detailed scorecard from a <b>SANAS</b> Accredited Verification Agency and/or Sworn Certified Affidavit.		
10. Central Supplier Database (CSD) Summary Registration Report.		

## T2.2-28 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 maybe 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.					
<b>Is the Respondent</b> (Complete with a "Yes" or "No")					
<b>A DPIP/FPPO</b>		<b>Closely Related to a DPIP/FPPO</b>		<b>Closely Associated to a DPIP/FPPO</b>	
<b>List all known business interests, in which a DPIP/FPPO may have a direct/indirect interest or significant participation or involvement.</b>					
<b>Name of Entity / Business</b>	<b>Role in the Entity / Business</b> (Nature)	<b>Shareholding %</b>	<b>Registration Number</b>	<b>Status</b> (Mark the applicable option with an X)	

		interest / Participation)			Active	Non- Active

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

## 2. SERVICE LEVELS

- 2.1 Transnet reserves the right to request that any member of the Service provider's team involved on the Transnet account be replaced if deemed not to be adding value for Transnet.
- 2.2 The Service provider guarantees that it will achieve a 95% [ninety-five per cent] service level on the following measures:
- Random checks on compliance with quality/quantity/specifications
  - On-time delivery
- 2.3 The Service provider must provide a telephone number for customer service calls.
- 2.4 Failure of the Service provider to comply with stated service level requirements will give Transnet the right to cancel the contract in whole, without penalty to Transnet, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

### Acceptance of Service Levels:

YES	
-----	--

NO	
----	--

## T2.2-29: 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.

<b>Insurance against (See clause 84.2 of the ECC)</b>	<b>Name of Insurance Company</b>	<b>Cover</b>	<b>Premium</b>
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract			
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 R10 000 000.			
Insurance in respect of loss of or damage to own property and equipment.			
Marine Craft insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement			
Protection and Indemnity Insurance in respect of all marine craft or vessels utilized in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 50,000,000			
(Other)			

**T2.2-30: Form of Intent to Provide a Performance Guarantee**

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

Name of Guarantor

(Bank/Insurer)

Address

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

Signed

Name

Capacity

On behalf of (name of  
tenderer)

Date

**Confirmed by Guarantor's Authorised Representative**

Signature(s)

Name (print)

Capacity

On behalf of Guarantor  
(Bank/insurer)

Date

## T2.2-31: Foreign Exchange Requirements

If Secondary Option X3 is included in the conditions of contract of the NEC3, the Tenderer to provide detailed breakdown of items that will have a foreign exchange implication.

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

Items & activities	Currency	Bank	Maximum payment

The exchange rates to be used are stated in the Contract Data provided by the Employer.

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

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

## **T2.2-32: Forecast Rate of Invoicing**

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

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

.....

.....

.....

.....

.....

.....

.....

.....

## **T2.2-33: Three (3) years audited financial statements**

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....

.....

.....

.....

.....

.....

.....



## C1.1: Form of Offer & Acceptance

### Offer

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

#### Title of the Contract

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

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

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

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

Signature(s)

Name(s)

Capacity

**For the  
tenderer**

:

(Insert name and address of organisation)

Name & signature of witness

Date

Tenderer's CIDB registration number:

## 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:

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).



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

Signature(s)

Name(s)

Capacity

**for the  
Employer**

Transnet SOC Ltd

(Insert name and address of organisation)

Name &  
signature of  
witness

Date

### Schedule of Deviations

Note:

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

No.	Subject	Details
1		
2		
3		
4		
5		

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

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

#### For the tenderer:

#### For the Employer

Signature

Name

Capacity

On behalf  
of

(Insert name and address of organisation)

Transnet SOC Ltd

Name &  
signature  
of witness

Date

## C1.2 Contract Data

### Part one - Data provided by the Employer

Clause	Statement	Data
1	<b>General</b>	
	The conditions of contract are the core clauses and the clauses for main Option	
		<b>B: Priced contract with bill of quantities</b>
	dispute resolution Option	<b>W1: Dispute resolution procedure</b>
	and secondary Options	
		<b>X1: Price adjustment for inflation</b>
		<b>X2: Changes in the law</b>
		<b>X4: Parent company guarantee</b>
		<b>X5: Sectional Completion</b>
		<b>X7: Delay damages</b>
		<b>X13: Performance Bond</b>
		<b>X16: Retention</b>
		<b>X18: Limitation of liability</b>
		<b>Z: Additional conditions of contract</b>
	of the NEC3 Engineering and Construction Contract June 2005 (amended June 2006 and April 2013)	
10.1	The Employer is:	<b>Transnet SOC Ltd (Registration No. 1990/000900/30)</b>

Address

Registered address:

**Transnet Corporate Centre  
138 Eloff Street Braamfontein  
Johannesburg**

Having elected its Contractual Address  
for the purposes of this contract as:

**Transnet National Ports Authority, a division of  
Transnet SOC Ltd  
34 South Arm Road  
Cape Town  
South Africa  
8000**

10.1	The Project Manager is:	<b>Abubakr Pansarey</b>
	Tel	.....
	e-mail	
11.2(13)	The works are	<b>Replacement of Floating Caisson at the Robinson Dry Dock</b>
11.2(14)	The following matters will be included in the Risk Register	<b>Workspace and Storage space Overhead Crane Welding Fabrication tools</b>
11.2(15)	The boundaries of the site are	<b>As stated in Part C4.1. The Contractor's Site and "Description of the Site and its surroundings"</b>
11.2(16)	The Site Information is in	<b>Part C4</b>
11.2(19)	The Works Information is in	<b>Part C3</b>
12.2	The law of the contract is the law of	<b>the Republic of South Africa subject to the jurisdiction of the Courts of South Africa.</b>
13.1	The language of this contract is	<b>English</b>
13.3	The period for reply is	<b>2 weeks</b>
<b>2</b>	<b>The Contractor's main responsibilities</b>	<b>No additional data is required for this section of the conditions of contract.</b>
<b>3</b>	<b>Time</b>	

11.2(3)	The completion date for the whole of the works is	<b>06 August 2025</b>	
11.2(9)	The key dates and the conditions to be met are:	<b>Condition to be met</b>	<b>key date</b>
		<b>1 Fabrication Start</b>	<b>04 March 2024</b>
		<b>2 Commission</b>	<b>08 July 2025</b>
		<b>3 Project Close</b>	<b>06 August 2025</b>
30.1	The access dates are	<b>Part of the Site</b>	<b>Date</b>
		<b>1 RDD Facility</b>	<b>08 July 2025</b>
31.1	The Contractor is to submit a first programme for acceptance within	<b>2 weeks of the Contract Date.</b>	
31.2	The starting date is	<b>30 January 2024</b>	
32.2	The Contractor submits revised programmes at intervals no longer than	<b>4 weeks.</b>	
35.1	The Employer is not willing to take over the works before the Completion.		
<b>4</b>	<b>Testing and Defects</b>		
42.2	The defects date is	<b>52 (fifty-two) weeks after Completion of the whole of the works.</b>	
43.2	The defect correction period is	<b>1 week</b>	
<b>5</b>	<b>Payment</b>		
50.1	The assessment interval is	<b>18<sup>th</sup> (Eighteenth) day of each successive month.</b>	
51.1	The currency of this contract is the	<b>South African Rand.</b>	
51.2	The period within which payments are made is	<b>Payment will be effected on or before the last day of the month following the month during which a valid Tax Invoice and Statement were received.</b>	
51.4	The interest rate is	<b>the prime lending rate of Rand Merchant Bank</b>	

## 6 Compensation events

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

**The cumulative of**  
**Before the Completion Date for the whole of the**  
**works and**

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

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

**At the place stated in the Contract Data**

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

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

**The Contractor's Site establishment area**

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

**Cape Town**

and which are available from:

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

<b>7</b>	<b>Title</b>	<b>No additional data is required for this section of the conditions of contract.</b>
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## 8 Risks and insurance

80.1 These are additional Employer's risks **N/A**

.



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

The deductibles are

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

Note:

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

84.1

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

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

The Contractor provides these additional Insurances

**1 Where the contract requires that the design of any part of the works shall be provided by the Contractor the Contractor shall satisfy the Employer that professional indemnity insurance cover in connection therewith has been affected**

**2 Where the contract involves manufacture, and/or fabrication of Plant & Materials, components or other goods to be incorporated into the works at premises other than the site, the Contractor shall satisfy the Employer that such plant & materials, components or other goods for incorporation in the works are adequately insured during manufacture and/or fabrication and transportation to the site.**

**3 Should the Employer have an insurable interest in such items during manufacture, and/or fabrication, such interest shall be noted by endorsement to the Contractor's policies of insurance as well as those of any sub-contractor**

- 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 R10 000 000.**
- 5 **Marine Craft Hull insurance in respect of all marine craft or vessels utilised in performance of the Works for a sum sufficient to provide for their replacement**
- 6 **Protection and Indemnity Insurance in respect of all marine craft or vessels utilised in performance of the Works extended for Specialist Operations with a minimum indemnity limit of R 20,000,000**
- 7 **The insurance coverage referred to in 1, 2, 3, 4, 5 and 6 above shall be obtained from an insurer(s) in terms of an insurance policy approved by the Employer. The Contractor shall arrange with the insurer to submit to the Project Manager the original and the duplicate original of the policy or policies of insurance and the receipts for payment of current premiums, together with a certificate from the insurer or insurance broker concerned, confirming that the policy or policies provide the full coverage as required. The original policy will be returned to the Contractor.**

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

84.2 The insurance against loss of or **Principal Controlled Insurance policy for Contract**  
damage to the works, Plant and **OR Project Specific Insurance for the contract**  
Materials as stated in the insurance  
policy for contract works and public  
liability selected from:

**The Contractor will provide the Contracts Manager  
a copy of all the insurances and it will not lapse.**

**9 Termination** **There is no additional Contract Data required for  
this section of the conditions of contract.**

**10 Data for main Option clause**

**B Priced contract with Bill of No additional data is required for this Option.  
Quantities**

60.6 The method of measurement is **The Bill of Quantities have been measured in  
accordance with SANS 1200 unless indicated  
otherwise.**

**11 Data for Option W1**

W1.1 The Adjudicator is **Both parties will agree as and when a dispute  
arises. If the parties cannot reach an agreement  
on the Adjudicator, the Chairman of the  
Association of Arbitrators will appoint an  
Adjudicator.**

W1.2(3) The Adjudicator nominating body is: **The Chairman of the Association of  
Arbitrators (Southern Africa)**  
If no Adjudicator nominating body  
is entered, it is: **the Association of Arbitrators (Southern  
Africa)**

W1.4(2) The tribunal is: **Arbitration**

W1.4(5) The arbitration procedure is **The Rules for the Conduct of Arbitrations of the  
Association of Arbitrators (Southern Africa)**

The place where arbitration is to be **Cape Town, South Africa**  
held is

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator, is **The Chairman of the Association of Arbitrators (Southern Africa)**

## 12 Data for secondary Option clauses

### X1 Price adjustment for inflation

X1.1(a)	The base date for indices is	<b>One Month before Tender Closing Date</b>		
X1.1(c)	The proportions used to calculate the Price Adjustment Factor are:	<b>Pro-portion</b>	<b>linked to index for</b>	<b>Index prepared by</b>
		<b>0.324</b>	<b>Labour (People) SEIFSA – Table C3</b>	<b>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- <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0141</a>)</b>

0.135	Plant and Equipment SEIFSA – Table P	The “Plant and Equipment Materials Price Indices” published by Statistics South Africa. (Link – <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a> )
0.199	Material SEIFSA – Table E-EX	The “Material - Total” index in Table 6 (Material price indices) of the Statistical Release P0151.1 “Construction Materials Price Indices” published by Statistics South Africa. (Link – <a href="http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1">http://www.statssa.gov.za/?page_id=1854&amp;PPN=P0151.1</a> ); and
0.272	Manufactured Goods   SEIFSA – Table UVI	The Manufactured Goods, Input Price Indices) of the Statistical Release “Price Indices” published by Statistics South Africa.

	<b>0.07</b>	<b>Forex Component SEIFSA – Table U-3</b>	<b>The “Forex Component Input Price Indices) of the Statistical Release “Forex Price Indices” published by Statistics South Africa.</b>
	<b>1.00</b>		
	<b>0.10</b>	<b>Non-adjustable</b>	

**\*Statistical release P0151 – Contract Price Adjustment Provisions (CPAP) Work Group and Selected Materials Indices**

<b>X2</b>	<b>Changes in the law</b>	<b>No additional data is required for this Option</b>
<b>X4</b>	<b>Parent company guarantee</b>	<b>No additional data is required for this Option</b>
<b>X7</b>	<b>Delay damages</b>	
X7.1	Delay damages for Completion of the whole of the works are	<b>R11 400 per day</b>
<b>X13</b>	<b>Performance bond</b>	
X13.1	The amount of the performance bond is	<b>10% of the total of the Prices. The performance bond shall not have an expiry date.</b>
<b>X16</b>	<b>Retention</b>	
X16.1	The retention free amount is	<b>Nil</b>
	The retention percentage is	<b>5% on all payments certified.</b>
<b>X18</b>	<b>Limitation of liability</b>	

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

<b>Z</b>	<b>Additional conditions of contract</b>
	The additional conditions of contract are:

<b>Z.1</b>	<b>Obligations in respect of Subcontracting</b>
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<b>Z1.1</b>	<b>It will be a material term of this contract that the Contractor must subcontract a minimum of 30% of the value of the contract.</b>
-------------	--

<b>Z1.2</b>	<b>The Contractor's Subcontracting percentage as indicated in the tender submission Returnable T.2.2.14 will constitute a binding agreement throughout the duration of the contract until Completion, if not, it will be deemed that the Contractor has failed in full to meet the material term of the contract, which may constitute a reason for termination.</b>
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<b>Z1.3</b>	<b>The Contractor shall report to the Employer on a monthly basis during the term of the Contract, the amounts spent on each sub- contractor on an excel spreadsheet</b>
<b>Z1.4</b>	<p><b>The Contractor shall provide to the Employer, upon receiving an instruction to do so, any documentation and/or evidence required by the Employer, which in the Employer's opinion would be necessary to verify whether the Contractor has maintained the subcontracting percentage.</b></p> <p><b>The Contractor shall provide the said documentation and/or evidence within the period stated in the instruction. The provision of the documentation and/or evidence shall not constitute a compensation event.</b></p>
<b>Z1.5</b>	<b>The Contractor will have a back-to-back NEC Subcontract arrangement with his Subcontractors</b>
<b>Z2</b>	<b>Additional clause relating to</b>
	<b>Performance Bonds and/or</b>
	<b>Guarantees</b>
<b>Z2.1</b>	<p><b>The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the Employer by a financial institution reasonably acceptable to the Employer. The original Performance Bond will be given to Cape Town Finance, and signed for and a copy to the Contracts Manager</b></p>

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**Z3 Additional clauses relating to Joint Venture****Z3.1****Insert the additional core clause 27.5**

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

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

**A brief description of the Contract and the Deliverables;**

**The name, physical address, communications addresses and domicilium citandi et executandi of each of the constituents and of the Joint Venture; The constituent's interests;**

**A schedule of the insurance policies, sureties, indemnities and guarantees which must be taken out by the Joint Venture and by the individual constituents;**

**Details of an internal dispute resolution procedure;**

**Written confirmation by all of the constituents: of their joint and several liabilities to the Employer to Provide the Works;**

**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;**

**Identification of the roles and responsibilities of the**

**constituents to provide the Works.**

**Financial requirements for the Joint Venture:**

**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;**

**the names of the auditors and others, if any, who will provide auditing and accounting services to the Joint Venture.**

**Z3.2**

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

**Z4**

**Additional obligations in respect of Termination**

**Z4.1**

**The following will be included under core clause 91.1:**

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

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

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

**Z4.2**

**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"**

**Z4.3 Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."**

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**Z5 Right Reserved by the Employer to Conduct Vetting through SSA**

**Z5.1 The Employer reserves the right to conduct vetting through State Security Agency (SSA) for security clearances of any Contractor who has access to National Key Points for the following without limitations:**

**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.**

**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.**

**Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralize the objectives and functions of an organ of state.**

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

**Z6.1 The contract award is made without**

**prejudice  
Employer  
appropriate**

**regard to any declared tender rigging including blacklisting.**

**to any rights the  
may have to take  
action later with**

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**Z7      Protection of Personal Information Act**

**Z7.1      The Employer and the Contractor are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.**

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## C1.2 Contract Data

### Part two - Data provided by the Contractor

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

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

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

		<b>CV's (and further key persons data including CVs) are appended to Tender Schedule entitled.</b>		
11.2(14)	The following matters will be included in the Risk Register			
31.1	The programme identified in the Contract Data is			
<b>B</b>	<b>Priced contract with bill of quantities</b>			
11.2(21)	The bill of quantities is in			
11.2(31)	The tendered total of the Prices is	(in figures) (in words), excluding VAT		
	<b>Data for Schedules of Cost Components</b>	Note "SCC" means Schedule of Cost Components starting on page 60 of ECC, and "SSCC" means Shorter Schedule of Cost Components starting on page 63 of ECC.		

<b>B</b>	<b>Priced contract with bill of quantities</b>	<b>Data for the Shorter Schedule of Cost Components</b>		
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
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**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C2.1	Pricing instructions: Option B	5
C2.2	The bill of quantities	24

## C2.1 Pricing instructions: Option B

### 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 and 2013 (ECC) Option B states:

**Identified 11**

**and  
defined  
terms**

11.2 (21) The Bill of Quantities is the bill of quantities as changed in accordance with this contract to accommodate implemented compensation events and for accepted quotations for acceleration.

(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.

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

- the quantity of the work which the Contractor has completed for each item in the Bill of Quantities multiplied by the rate and
- a proportion of each lump sum which is the proportion of the work covered by the item which the Contractor has completed.

Completed work is work without Defects which would either delay or be covered by immediately following work.

(31) The Prices are the lump sums and the amounts obtained by multiplying the rates by the quantities for the items in the Bill of Quantities.

This confirms that Option B is a re-measurement contract and the bill comprises only items measured using quantities and rates or stated as lump sums. Value related items are not used. Time related items are items measured using rates where the rate is a unit of time.

## **1.2. Function of the Bill of Quantities**

Clause 55.1 in Option B states, "Information in the Bill of Quantities is not Works Information or Site Information". This confirms that instructions to do work or how it is to be done are not included in the Bill, 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 Bill of Quantities. The Bill of Quantities is only a pricing document.

## **1.3. Guidance before pricing and measuring**

Employers preparing tenders or contract documents, and tendering contractors are advised to consult the sections dealing with the bill of quantities in the NEC3 Engineering and Construction Contract (June 2005) Guidance Notes before preparing the bill of quantities or before entering rates and lump sums into the bill.

Historically bill of quantities based contracts in South Africa have been influenced by the different approaches of the civil engineering and building sectors of the industry through their respective discipline based standard forms of contract and methods of measurement. This is particularly apparent in the approach to the Preliminary and General bill. On the other hand, because ECC caters for a number of disciplines in the same contract, including electrical works, a different approach not currently found in local methods of measurement to the Preliminary & General bill items may have been used.

The NEC approach to the P & G bill assumes use will be made of method related charges for Equipment applied to Providing the Works based on durations shown in the Accepted Programme, fixed charges for the use of Equipment that is required throughout the construction phase, time related charges for people working in a supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill.

## 2. Measurement and payment

### 2.1. Symbols

The units of measurement described in the Bill of Quantities are metric units abbreviated as follows:

Abbreviation	Unit
%	percent
h	hour
ha	hectare
kg	kilogram
kl	kilolitre
km	kilometre
km-pass	kilometre-pass
kPa	kilopascal
kW	kilowatt
l	litre
m	metre
mm	millimetre
m <sup>2</sup>	square metre
m <sup>2</sup> -pass	square metre pass
m <sup>3</sup>	cubic metre
m <sup>3</sup> -km	cubic metre- kilometre
MN	meganewton
MN.m	meganewton- metre

MPa	megapascal
No.	number
Prov sum <sup>1</sup>	provisional sum
PC-sum	prime cost sum
R/only	Rate only
sum	Lump sum
t	ton (1000kg)
W/day	Work day

## 2.2. General assumptions

- 2.2.1. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance has been made in the quantities for waste.
- 2.2.2. The Prices and rates stated for each item in the Bill of Quantities shall be treated as being fully inclusive of all work, risks, liabilities, obligations, overheads, profit and everything necessary as incurred or required by the Contractor in carrying out or providing that item.
- 2.2.3. Clause 63.13 in Option B provides that these rates and Prices may be used as a basis for assessment of compensation events instead of Defined Cost.
- 2.2.4. Where this contract requires detailed drawings, designs or other information to be provided, and no rates or prices are included in the bill specifically for such matters, then the Contractor is deemed to have allowed for all costs associated with such requirements within the tendered rates and Prices in the Bill of Quantities.
- 2.2.5. An item against which no Price is entered will be treated as covered by other Prices or rates in the bill of quantities. If a number of items are grouped together for pricing purposes, this will be treated as a single lump sum.

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<sup>1</sup> Provisional Sums should not be used unless absolutely unavoidable. Rather include specifications and associated bill items for the most likely scope of work, and then change later using the compensation event procedure if necessary. This is because tenderers cannot programme effectively for unknown scopes of work

- 2.2.6. The quantities contained in the Bill of Quantities may not be final and do not necessarily represent the actual amount of work to be done. The quantities of work assessed and certified for payment by the Project Manager at each assessment date will be used for determining payments due and not the quantities given in the Bill of Quantities.
- 2.2.7. The short descriptions of the items of payment given in the bill of quantities are only for the purposes of identifying the items. More detail regarding the extent of the work entailed under each item is provided in the Works Information.

### **2.3. Departures from the method of measurement**

### **2.4. Amplification of or assumptions about measurement items**

For the avoidance of doubt the following is provided to assist in the interpretation of descriptions given in the method of measurement. In the event of any ambiguity or inconsistency between the statements in the method of measurement and this section, the interpretation given in this section shall be used.

## C2.2 The bill of quantities

Refer to Annexure B for the bill of quantities

### SUMMARY OF PRICES

Item	Description	Total Price (RANDS)
<b>SECTION</b>		
<b>1</b>	Preliminary And General	R -
<b>2</b>	BILL SECTION 1	R -
<b>3</b>	BILL SECTION 2	R -
<b>4</b>	BILL SECTION 3 ELECTRICAL INSTALLATIONS	R -
<b>5</b>	BILL SECTION 4 - CONTROL SYSTEM INSTALLATIONS	R -
<b>6</b>	BILL SECTION 5 - CAISSON VENTILATIONS SYSTEM COMPLETE	R -
<b>7</b>	BILL SECTION 6 - CAISSON GROOVE ASSESSMENT AND REPAIRS	R -
<b>15%</b>	<b>Sub-Total</b>	R -
	<b>VAT</b>	R -
<b>10%</b>	<b>Sum</b>	R -
	<b>Contingency</b>	R -
	<b>TOTAL</b>	R -

**PART C3: SCOPE OF WORK**

Document reference	Title	No of page
C3.1	This cover page	1
	Employer's Works Information	237
	<b>Total number of pages</b>	238



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### **C3.1 EMPLOYER'S WORKS INFORMATION**

Refer to Annexure A of the RFQ

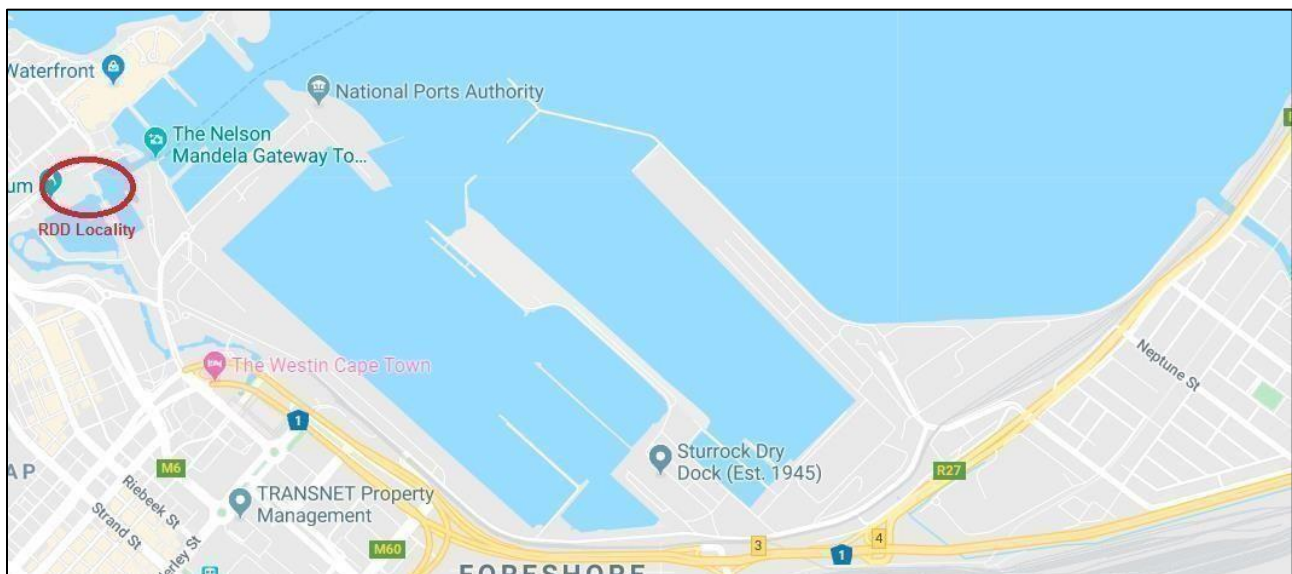
#### **PART 4: SITE INFORMATION**

<b>Document reference</b>	<b>Title</b>	<b>No of pages</b>
C4.1	Site Information	5

## C4: Site Information

### 1. BACKGROUND

- a) The Robinson Dry Dock is situated within the Victoria and Albert (V&A) Waterfront precinct on the Western and South Eastern ends of the Port of Cape Town, as shown in figure 1 below. Commissioned in 1888, it is the oldest dry dock of its kind in the World and is used largely for commercial purposes.
- b) In addition to its commercial use by the Transnet National Ports Authority (TNPA), it serves as a tourist attraction for the benefit of both the city of Cape Town and the V&A Waterfront.
- c) The Dock, by virtue of its location, falls within the joint jurisdiction of TNPA, V&A and the city of Cape Town. All construction activities shall be carried out within the rules, regulations and stipulations of the three entities.



**Figure 1. Robinson Dry Dock Location**

### 2. ACCESS

#### 2.1. Access Limitations

- a) Access to the dock and surrounding worksites is limited to the working hours of 07h00am to 17h00pm Monday to Friday. Access may be granted on weekends upon special request.
- b) There is a standing agreement between TNPA and the V&A Waterfront that all construction work outside of the dock perimeter and within the V&A precinct shall take place in the trough season from May, through to the end of September.

- c) No work shall take place outside the dock perimeter and within the V&A precinct during the peak season of October through April.

## 2.2. Access Control

- a) The Robinson Dry Dock is accessed via Dock Road through the V&A precinct, the Syncrolift via South Arm Road, and Sturrock Dry Dock Via Alkmaar Road. The latter facility being within the port vicinity.
- b) There is a permit system in place to enter any Dock area. The contractor's personnel will be issued with access permits free of charge, on completion of health and safety inductions and approval of the contractor's safety file.
- c) Lost permits and permits not returned at the end of the contract shall be replaced at Contractor's cost of R 360-00 each.
- d) TNPA construction permits shall be required for any work carried out outside the dock perimeter but within the V&A precinct.

## 2.3. Requirements for Access

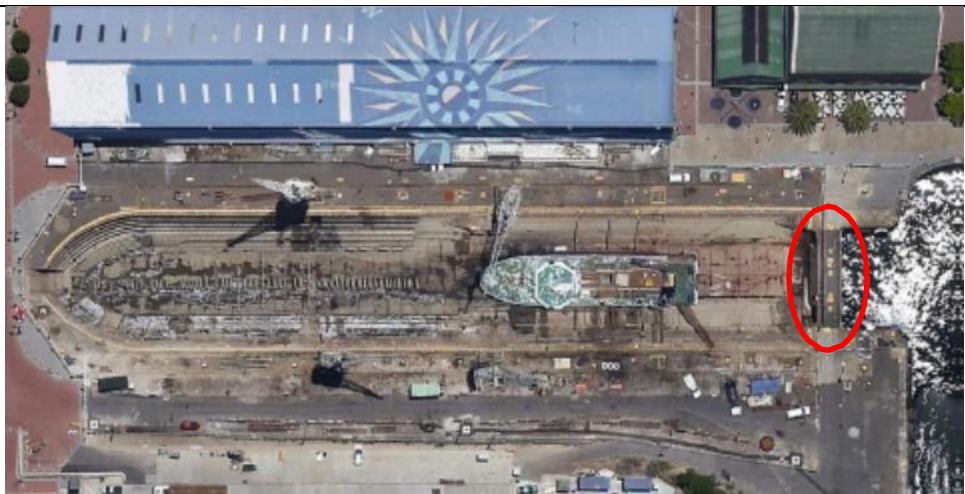
- a) The dock is an active industrial site and can only be accessed with recommended PPE including:
- o Hard Hat
  - o Steel toe Boots, and
  - o Reflective Work Suits, and
  - o Personal Flotation Devices for any work within 2m of the dock edge
- b) Transnet carries a zero tolerance to intoxication on duty, as such there will be a breathalyzer tests carried out on all persons entering the dock perimeter or any of the worksites within the V&A precinct.

## 3. ROBINSON DRY DOCK GRAVITY FLOATING CAISSON REPLACEMENT

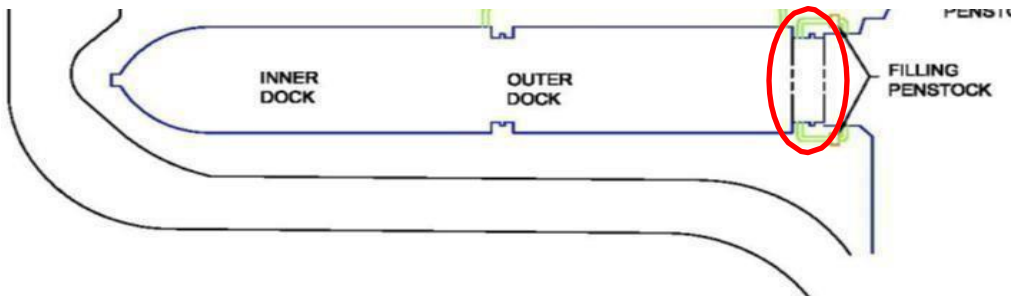
- a) The Robinson Dry Dock information and the areas of interest for this project is as follows:

**Table 1. Key Robinson Dry Dock Dimensions**

<b>Dimension</b>	<b>Description</b>	<b>Measure</b>
Length	Maximum Available Dock length	161m
Width	At Cope Level	21m
Depth	From Cope to Gutter Level	8m
Volumetric Capacity	Maximum Volumetric Capacity	24 000m <sup>3</sup>
Volumetric Capacity	Maximum Volumetric Capacity	24 000m <sup>3</sup>

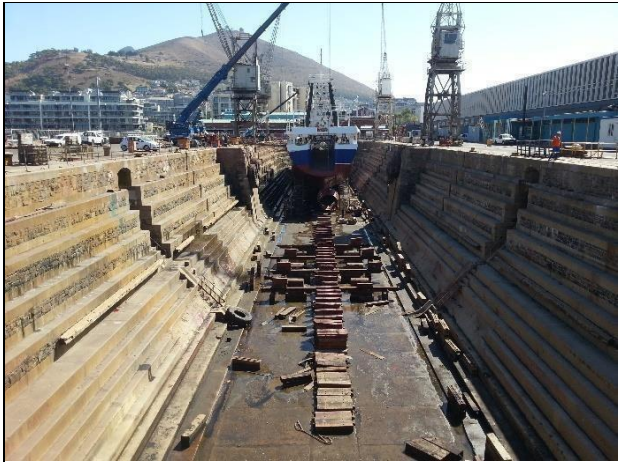


**Figure 2. Overview of Robinson Dry Dock**



**Figure 3. Schematic showing caisson location**

**Table 2. RDD Infrastructure**



**Figure 4. Robinson Dry Dock Basin**

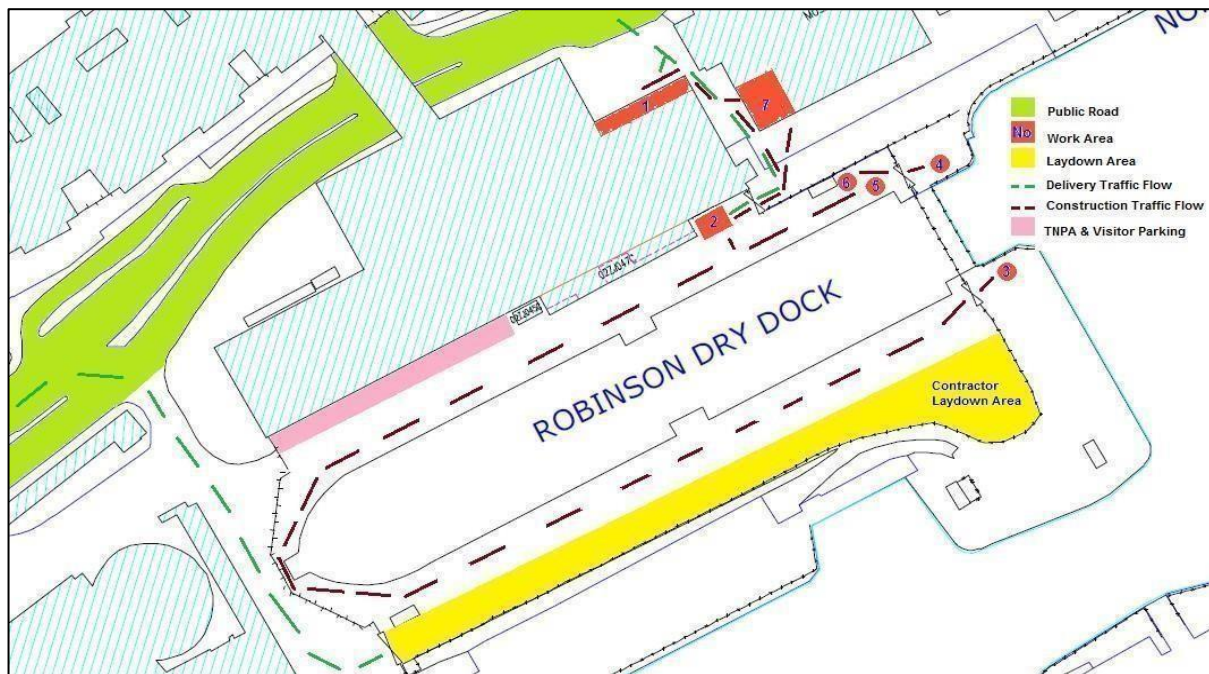


**Figure 5. Culverts and caisson**



#### 4. CONSTRUCTION SITE LAYOUT AND TRAFFIC CONTROL

- a) There is a preferred construction methodology, however the contractor will be able to use his own discretion with various options having different scores in technical scoring. The figure below shows some areas that include potential work sites:



**Figure 6. Potential Construction Works Perimeter and Layout**

##### 4.1. Work Areas

There are 3 identified potential work areas within the entire port area, namely:

1. Robinson Dry Dock Cope area (for commissioning)
2. Syncrolift Facility (Launching and possibly part construction)
3. Sturrock dry dock (Worst option for launching & construction)

These potential work areas are subject to the preferences highlighted in the preferred bidder's construction methodology, however there will be limitations to these work areas. These limitations include time within the respective facilities, if there is an intention to use TNPA Ship Repair facilities for the construction.

The work areas shall each be individually barricaded using highly visible pedestrian barricades and access will be tightly controlled by a work area specific safety representative. This applies to areas used during construction as well as commissioning.

All persons working in the worksites will be provided with highly visible personal protective equipment (PPE) clearly marked with the responsible contractor's logo.

#### **4.2. Contractors' Laydown Area**

All contractors shall establish site within the dock perimeter on the portside of the dock basin as shown in figure 6. The contractors shall ensure that all their requirements, including workshop, offices, mess and ablutions are within the allocated space. Security and safety of these equipment is the responsibility of the contractor.

#### **4.3. Visitor Parking**

TNPA project team, V&A team and other corporate visitors shall be provided with parking as shown and will use the existing TNPA mess and ablutions when needed.

#### **4.4. Delivery Traffic Flow**

Access to site is via Dock Road, to access contractor's lay down area. Contractors shall the passage between

the dock and the aquarium in order to access the dock area.

It is not expected that there will be abnormal load deliveries during the construction period to the Robinson Dry Dock Area. However, for the final assembly and launching of the Caisson there is an expectation that there will be abnormal loads being brought to one of the other 2 Ship Repair facilities at the discretion of the contractor.

Therefore, any special permits to be requested from the City of Cape Town, or any other body is the responsibility of the contractor. For the purpose of minimizing interference with the V&A's clientele, it is recommended that all construction deliveries be carried out outside business hours (18h00 – 06h00).

#### **4.5. Construction Traffic Flow**

The construction personnel traffic flow is shown in brown, and will be as a result construction activities. This traffic will be kept to a minimum and will be monitored by the construction safety agent. This is so that there will be minimal intrusion of the construction on the day by day business of the V&A Waterfront.