

Transnet National Ports Authority

an Operating Division **TRANSNET SOC LTD**

[Registration Number 1990/000900/30]

REQUEST FOR PROPOSAL (RFP)

FOR THE SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

RFP NUMBER	: TNPA/2023/10/0029/45781/RFP
ISSUE DATE	: 26 January 2024
NON-COMPULSORY BRIEFING SESSION	: 02 February 2024
CLOSING DATE	: 16 February 2024
CLOSING TIME	: 16h00
TENDER VALIDITY PERIOD	: 12 weeks from closing date

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1.1 TENDER NOTICE AND INVITATION TO TENDER

SECTION 1: NOTICE TO TENDERERS

1. INVITATION TO TENDER

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

DESCRIPTION	SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.
TENDER DOWNLOADING	This Tender may be downloaded directly from the National Treasury eTender Publication Portal at www.etenders.gov.za and the Transnet website at https://transnetetenders.azurewebsites.net (please use Google Chrome to access Transnet link) FREE OF CHARGE.
TENDER ADVERT	All Transnet tenders are advertised on the National Treasury’s e-Tender Publication Portal and the Transnet website. Should one of these media (i.e. National Treasury’s e-Tender Publication Portal or Transnet website) not be available, bidders are advised to check on the other media for advertised tenders.
COMMUNICATION	Transnet will publish the outcome of this RFP on the National Treasury e-tender portal and Transnet website with 10 days after the award has been finalised. All unsuccessful bidders have a right to request for reasons for their bid not being successful. This requested must be directed to the contact person stated in the RFP.
NON-COMPULSORY TENDER CLARIFICATION MEETING	A Non-compulsory Tender Clarification Meeting will be conducted via MS Teams on the 02 February 2024, at 10:00am [10 O’clock] for a period of ± Two (02) hours. The Non-compulsory Tender Clarification Meeting will start punctually and

	<p>information will not be repeated for the benefit of Tenderers joining the meeting late.</p> <p>See details below to join the meeting:</p> <p>Microsoft Teams meeting</p> <p>Join on your computer, mobile app or room device</p> <p>Click here to join the meeting</p> <p>Meeting ID: 383 340 368 233 Passcode: Vj23JB</p> <p>Download Teams Join on the web</p> <p>Join with a video conferencing device</p> <p>648388511@t.plcm.vc</p> <p>Video Conference ID: 121 095 094 7</p> <p>Alternate VTC instructions</p> <p>Or call in (audio only)</p> <p>+27 21 835 5059,,903309444# South Africa, Cape Town</p> <p>Phone Conference ID: 903 309 444#</p> <p>Find a local number Reset PIN</p> <p>Learn More Meeting options</p>
<p>VALIDITY PERIOD</p>	<p>12 Weeks from Closing Date</p> <p>Tenderers are to note that they may be requested to extend the validity period of their tender, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. However, once the adjudication body has approved the process and award of the business to the successful bidder(s), the validity of the successful tenderer(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>Should a tenderer fail to respond to a request for extension of the validity period before it expires, that tenderer will be excluded from tender process.</p>
<p>CLOSING DATE</p>	<p>16:00 PM on 16 February 2024</p> <p>Tenderers must ensure that tenders are uploaded timeously onto the system. If a tender is late, it will not be accepted for consideration.</p>

	<p>Bidders are required to ensure that electronic bid submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by bidders as a result of the technical challenges. Please do not wait for the last hour to submit. A Bidder can upload 30mb per upload and multiple uploads are permitted.</p>
<p>ELECTRONIC BID SUBMISSIONS</p>	<p>Note to the bidders:</p> <p>Tenderers are required to ensure that electronic tender submissions are done at least a day before the closing date to prevent issues which they may encounter due to their internet speed, bandwidth or the size of the number of uploads they are submitting. Transnet will not be held liable for any challenges experienced by tenderers as a result of the technical challenges. Please do not wait for the last hour to submit. The Tenderer can upload 30mb per upload and multiple uploads are permitted.</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.**
- 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.
- d) **Tenderers are to note that the total offer received from the bidders must be all inclusive of Cutter Suction Dredger, workboat and Discharge pipeline. No splitting of the offers will be considered for this tender.**

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 quainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Works, which is either directly or indirectly related to Transnet’s business, written approval to divulge such information must be obtained from Transnet.

4. DISCLAIMERS

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

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



4.11. Transnet reserves the right to exclude any Tenderers from the tender process who has been convicted of a serious breach of law during the preceding 5 [five] years including but not limited to breaches of the Competition Act 89 of 1998, as amended. Tenderers are required to indicate in tender returnable on **T2.2-14, [Breach of Law]** whether or not they have been found guilty of a serious breach of law during the past 5 [five] years.

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

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

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

6. NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE

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

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

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

SCHEDULE OF BID DOCUMENTS

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORTS AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2023/10/0029/45781/RFP	ISSUE DATE:	26/02/2024	CLOSING DATE:	16/02/2024	CLOSING TIME:	16H00
DESCRIPTION	SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.						
BID RESPONSE DOCUMENTS SUBMISSION							
RESPONDENTS ARE TO UPLOAD THEIR BID RESPONSE PROPOSALS ONTO THE TRANSNET SYSTEM AGAINST EACH TENDER SELECTED (please refer to section 2, paragraph 3 for a detailed process on how to upload submissions): https://transnetetenders.azurewebsites.net							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Xolani Mdluli			CONTACT PERSON	Keneuoe Ntshihlele		
TELEPHONE NUMBER	N/A			TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	TNPATenderenquiries3@transnet.net						
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE			NUMBER			
CELLPHONE NUMBER							
FACSIMILE NUMBER	CODE			NUMBER			
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							



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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
1.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.



- 1.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 1.5 IN BIDS WHERE UNINCORPORATED CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 1.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

SIGNATURE OF BIDDER:.....

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

DATE:.....

T1.2 TENDER DATA

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

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

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

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

Clause	Data
C.1.1 The <i>Employer</i> is	Transnet SOC Ltd (Reg No. 1990/000900/30)
<hr/>	
C.1.2 The tender documents issued by the <i>Employer</i> comprise:	
	Part T: The Tender
Part T1: Tendering procedures	T1.1 Tender notice and invitation to tender T1.2 Tender data
Part T2 : Returnable documents	T2.1 List of returnable documents T2.2 Returnable schedules

Part C: The contract

Part C1: Agreements and contract data	C1.1 Form of offer and acceptance C1.2 Contract data (Part 1 & 2) C1.3 Form of Securities
Part C2: Pricing data	C2.1 Pricing instructions C2.2 Price Schedule
Part C3: Scope of work	C3.1 Goods Information

C.1.4	The Employer's agent is:	Commodity Specialist
	Name:	Xolani Mdluli
	Address:	eMendi Building N2 Neptune Road Off Klub Road Port of Ngqura Port Elizabeth 6100
	E – mail	TNPATenderenquiries3@transnet.net

C.2.7 The arrangements for a Non-compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.

C.2.12 No alternative tender offers will be considered.

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

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

C2.15.1

Identification details: The tender documents must be uploaded with:

- **Name of Tenderer:**

.....

- **Contact person and details:**

.....

.....

- **The Tender Number:** TNPA/2023/10/0029/45781/RFP

- **The Tender Description:** Supply, delivery, testing, training and commissioning of classification society registered cutter suction dredger with a cutter head power of 650 – 750 kw, inclusive of workboat & discharge pipelines for the dredging services in the port of durban on a once-off basis.

Documents must be marked for the attention of:

Employer's Agent: Xolani Mdluli

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

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

Time: **16:00** on the **16 February 2024**

Location: The Transnet e-Tender Submission Portal:

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

NB: NO LATE TENDERS WILL BE ACCEPTED

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

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

1. A valid Tax Clearance Certificate issued by the South African Revenue Services.
Tenderers also to provide Transnet with a TCS PIN to verify Tenderers compliance status.

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

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

C.3.11 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

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

STEP TWO: Test for Substantive Responsiveness to RFP

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

Check for substantive responsiveness	RFP Reference
<ul style="list-style-type: none"> Whether the tender contains completed and signed form of offer and acceptance, and priced activity schedule 	<p><i>C.2.1 & C.2.2</i></p>

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

STAGE THREE: Functionality Criteria

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

The procedure for the evaluation of responsive tenders is Functionality:

Only those tenderers who attain the minimum number of evaluation points for Functionality will be eligible for further evaluation, failure to meet the

minimum threshold will result in the tender being disqualified and removed from any further consideration.

Functionality Criteria

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

Evaluation Schedules	Maximum number of points
T2.2-01: Compliance to Technical Specification	31
T2.2-02a: Company Previous experience (Cutter Suction Dredger)	21
T2.2-02b: Company Previous experience (Workboats)	9
T2.2-03: Programme Delivery time	29
T2.2-04: ISO Certification	10
Maximum score for functionality	100

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

Each evaluation criteria will be assessed in terms of scores of 0, 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. This note must be read in conjunction with Clause C.2.1.

Only tenders that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 90/10 preference points systems.

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

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

Thresholds	Minimum Threshold
Functionality	60

STAGE TWO: Price and B-BBEE Criteria

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

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

Selected Specific Goal	Number of points allocated (90/10)
B-BBEE Status Level of Contributor 1 or 2	10
Non-compliant and/or Level 3-8 Contrubutors	0

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

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

The maximum points for this bid are allocated as follows:

DESCRIPTION	POINTS
Price	90
B-BBEE Status Level of Contributor 1 or 2	10
Non-compliant and/or Level 3-8 Contrubutors	0
Total points for Price and Specific Goals must not exceed	100

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

C.3.13

Tender offers will only be accepted if:

- The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- The tenderer does not appear on Transnet's list for restricted tenderers and National Treasury's list of Tender Defaulters;
- the tenderer has fully and properly completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process and persons in the employ of the state.

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

- Bidder(s) is not in good standing with Transnet National Ports Authority due to a poor track record of past performance with Transnet SOC Ltd and or Transnet National Ports Authority;
- There is clear, uncontrived and/or overwhelming evidence and/or facts that the bidder has or continues to be in breach of any of the provisions contained in the Integrity Pact (**T2.2-16**);
- The Probity check undertaken by Transnet National Ports Authority establishes the existence of any unmitigated risks which would have a negative impact on the project;
- Unless the appointment of the bidder would result in a negative impact on Transnet's Return on Investment;
- It is necessary to rotate Suppliers to promote opportunities for other suppliers, in circumstances where the bidder has been awarded business previously and the award of

the tender will result in inequitable allocation of business;

- The tenderer or its members, directors, partners:
 - Is under restrictions as contemplated in the Integrity Pact (T2.2-16)
 - Is a subject of a process of restriction by Transnet or other state institution that Transnet may be aware of and there is a clear, uncontrived and/or overwhelming evidence and/or facts in relation to the alleged wrongdoing on the basis of which the restriction process has been initiated;
- in relation to the proposed contract, a due diligence exercise to validate the bidder's proposal that demonstrate that it possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract;
- has no legal capacity to enter into the contract;
- is insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, being wound up, has its affairs administered pursuant to a court order, has ceased or suspended their business activities, or is subject to legal proceedings in respect of any of the foregoing;
- does not comply with the legal requirements, if any, stated in the tender data; and
- is not able to perform the contract free of conflicts of interest.

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

T2.1 List of Returnable Documents

2.1.1 Functionality-these schedules will be utilised for evaluation purposes:

- T2.2-01 **Evaluation Schedule:** Compliance to Technical Specification
- T2.2-02a **Evaluation Schedule:** Company Previous experience (Cutter Suction Dredger)
- T2.2-02b **Evaluation Schedule:** Company Previous experience (Work Boats)
- T2.2-03 **Evaluation Schedule:** Programme Delivery time
- T2.2-04 **Evaluation Schedule:** ISO Certification

2.1.2 Returnable Schedules:

General:

- T2.2-05 Authority to submit tender.
- T2.2-06 Record of addenda to tender documents
- T2.2-07 Letter of Good Standing
- T2.2-08 Risk Elements
- T2.2-09 Site Establishment requirements
- T2.2-10- Valid proof of Respondent's compliance to Specific Goals evidence (Preference Claim Form) requirements stipulated in SBD6.1.

Evidence to be provided:

- B-BBEE Certificate / Sworn- Affidavit / B-BBEE CIPC Certificate (in case of JV, a consolidated scorecard will be accepted) as per DTIC guideline.

T2.2-11: SBD 5 (NIPP)

2.1.3 Agreement and Commitment by Tenderer:

- T2.2-12 Non-Disclosure Agreement
- T2.2-13 RFP Declaration Form
- T2.2-14 RFP – Breach of Law
- T2.2-15 Certificate of Acquaintance with Tender Document
- T2.2-16 Supplier Integrity Pact
- T2.2-17 Supplier Code of Conduct
- T2.2-18 Agreement in terms of POPIA Act
- T2.2-19 Domestic Prominent Influential Persons (DPIP) Or Foreign Prominent Public Officials (FPPO)

2.1.4 Bonds/Guarantees/Financial/Insurance:

- T2.2-20 Insurance provided by the Contractor
- T2.2-21 Form of Intent to provide a Performance Guarantee
- T2.2-22 Foreign Exchange requirements (if applicable)
- T2.2-23 Forecast Rate of Invoicing
- T2.2-24 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 C1.3 Forms of Securities

2.5 C2.1 Pricing Instructions (Activity Schedule)

2.6 C2.2 Activity Schedule

2.7 Part C3-Goods Information

T2.2-01: Evaluation – Compliance to Goods Information

31 POINTS

The Tenderer shall provide evidence as requested under the “Evidence Required” column below to demonstrate compliance to the items extracted from the Goods Information. Care should be taken to ensure all evidence of compliance are included/presented in order for the corresponding score to be allocated according to the score breakdown table. If any evidence is not submitted or omitted but is required to determine a score it will result in a zero score being levied against the Tenderer. The Tenderer may highlight/direct the evaluators to the relevant evidence for each of the items for ease of review. All letters should be signed by the tenderers authorized representative.

Item#	Goods Information Section	Tenderer to demonstrate compliance to the following:	Evidence Required (the medium/format in which the evidence shall be submitted and displayed for scoring purposes)
1	A1	Dismountable, transportable (via road/rail/sea) cutter suction dredger (CSD)	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger
2	A2	<ul style="list-style-type: none"> - Maximum outside temperature 45 °C - Minimum outside temperature -15 °C - Engine room temperature 55 °C - Maximum sea water temperature 32 °C - Minimum sea water temperature -1 °C - Relative humidity 90% at 35°C 	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /signed tenderer letter confirming compliance to item 2
3	A3	Minimum dredging depth 4.0 m - 25.0 m	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger
4	A3	Cutter shaft power 650 - 750 kW	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger

5	A4	Swing anchors quantity = 2	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger
6	A4	Swing wires quantity = 2	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger
7	A4	Mooring wires quantity = 3	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /signed tenderer letter confirming item 7
8	A4	Dredge Capacity 4000 - 6000 m ³ /h	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /signed tenderer letter confirming compliance to item 8
9	A4	Dredge Pump included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
10	A4	Spuds Quantity = 2	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
11	A4	Ladder winch included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
12	A4	Swing winches quantity = 2	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
13	A4	Caterpillar or equivalent diesel engine for dredge pump approx. 1800 – 1900 kW	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /engine specification sheet
14	A4	Caterpillar or equivalent Aux. diesel engine for drive of hydraulic pumps/generator approx. 900 - 1200 kW	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /engine specification sheet
15	A4	Generator/Electrical power capacity 30 - 40 kVA	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /cutter suction dredger electrical

			balance/ signed tenderer letter confirming compliance to item 15.
16	A4	Hydraulic motor/system for cutter drive quantity = 1	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
17	A4	Spud hoisting cylinders quantity = 2	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
18	A4	Spud carriage travelling cylinder quantity = 1	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
19	A4	Fuel oil transfer pump/system quantity = 1	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing/signed tenderer letter confirming compliance to item 19.
20	B6	The vessel is equipped with a cathodic hull protection system	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
21	C1	Enclosed and raised operating cabin with 360-degree view	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
22	C1	Dredging instrument panel and a control console	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
23	C3	Ladder hoisting gantry A-frame/system included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
24	F1	Cutter ladder included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
25	F3	Cutter Head included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing
26	H2	Swing and depth measurement display	cutter suction dredger catalogue/specification sheet for

			proposed cutter suction dredger /dredge manual/signed tenderer letter confirming compliance to item 26
27	H3	Spud carriage position measurement/indicator included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /dredge manual/signed tenderer letter confirming compliance to item 27
28	H4	Suction/dredging depth measurement included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /dredge manual/ signed tenderer letter confirming compliance to item 28
29	H6	Dredging presentation/tracking/monitoring system included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /dredge manual/signed tenderer letter confirming compliance to item 29
30	L1	Diesel engine cooling system included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger / signed tenderer letter confirming compliance to item 30.
31	O2	CSD must be equipped with a production measuring installation	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /dredge manual/signed tenderer letter confirming compliance to item 31
32	P1	Work boat bollard pull 3 - 6 tons	work boat catalogue/specification sheet for proposed work boat
33	P1	Work boat engines = CAT or equivalent	work boat catalogue/specification sheet for proposed work boat/engine specification sheet
34	P1	Work boat deck crane SWL 2 – 4 tons (approx.) included	work boat catalogue/specification sheet for proposed work boat/drawing/ signed tenderer letter confirming compliance to item 34
35	A4	Battery system power included	cutter suction dredger catalogue/specification sheet for



			proposed cutter suction dredger /drawing/ signed tenderer letter confirming compliance to item 35
36	A4	Portable bilge pump quantity = 1	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing/ signed tenderer letter confirming compliance to item 36
37	A4	Engine room fan quantity = 1	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing/ signed tenderer letter confirming compliance to item 37.
38	A4	Toilet system suitable for 4 persons. Quantity = 1	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing/ signed tenderer letter confirming compliance to item 38
39	A1.10	Maintenance plan for each system and all individual equipment on the vessel included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /signed tenderer letter confirming compliance to item 39.
40	A4	CSD Deck crane hoisting capacity = > 45 KN	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing/ signed tenderer letter confirming compliance to item 40.
41	E2	A signal mast is fitted on top of the operating cabin for the navigation signals	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing/ signed tenderer letter confirming compliance to item 41.
42	C1	Operating cabin sunscreens	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing/ signed tenderer letter confirming compliance to item 42
43	O1	Anchor Booms quantity = 2	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing/ signed tenderer letter confirming compliance to item 43.

44	P1	Work boat wheelhouse sun awning included	work boat catalogue/specification sheet for proposed work boat/drawing/ signed tenderer letter confirming compliance to item 44.
45	F11	Discharge pipeline lander to hopper barge included	cutter suction dredger catalogue/specification sheet for proposed cutter suction dredger /drawing/ signed tenderer letter confirming compliance to item 45.

The Tenderer must provide the evidence required to demonstrate compliance to the item 1 to item 33, item 1 to item 38, item 1 to item 41, item 1 to item 43 and item 1 to item 45 listed in the table above, to be allocated the associated score as per the scoring table breakdown below:

Score	Compliance to Goods <i>Information</i>
	The Tenderer shall provide evidence as requested under the "Evidence Required" column to demonstrate compliance to the items extracted from the Goods Information. Care should be taken to ensure all evidence of compliance are included/presented in order for the corresponding score to be allocated according to the score breakdown table. If any evidence is not submitted or omitted but is required to determine a score it will result in a zero score being levied against the Tenderer. The Tenderer may highlight/direct the evaluators to the relevant evidence for each of the items for ease of review.
TOTAL POINTS	31
Score 0	The Tenderer has not submitted information required and has not submitted evidence in the form required under the "Evidence Required" column. The <i>Tenderer</i> has submitted conflicting evidence or failed/overlooked to submit relevant evidence to determine a score.

Score 20	The Tenderer has clearly and adequately demonstrated compliance to each of the following items by providing the evidence required; Item number 1 to item number 33
Score 40	The Tenderer has clearly and adequately demonstrated compliance to each of the following items by providing the evidence required; Item number 1 to item number 38
Score 60	The Tenderer has clearly and adequately demonstrated compliance to each of the following items by providing the evidence required; Item number 1 to item number 41
Score 80	The Tenderer has clearly and adequately demonstrated compliance to each of the following items by providing the evidence required; Item number 1 to item number 43
Score 100	The Tenderer has clearly and adequately demonstrated compliance to each of the following items by providing the evidence required; Item number 1 to item number 45

T2.2-02a: Evaluation Schedule: Previous Experience (Cutter Suction Dredger)

(21 POINTS)

Tenderers are required to demonstrate their experience in the successful delivery of Cutter Suction Dredgers (CSDs) with cutter head power ≥ 650 kW within the past 15 years, and to this end shall supply a detailed reference table (including evidence) signed by the Tenderer containing the information below:

- Description of each project
- Names and cutter head power (kW) of each CSD on reference table
- Completion date/year of each of the mentioned projects (within the past 15 years)
- Contact details, names of the Owner's (current registered owner of the CSD) and signed Owner feedback letters for each of the mentioned projects,

The Tenderer shall submit the signed reference table according to the following headings:

Description of Project	CSD Name	CSD cutter head power (kW)	CSD build completion date/year	Owner name & contact details	Evidence: Attach signed Owner feedback letter for the CSD
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Please note that no score/zero score will be allocated for a CSD being supplied by a 3rd Party and not directly from the Tenderer (Entity/Holding Company) e.g. *Company A outsourced company C to supply CSD on its behalf for Company B*. Scoring will be allocated based on the details included on the reference table submitted and provided there has been evidence attached to determine a score.

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

	Successful delivery of Cutter Suction Dredgers (CSDs) with cutter head power ≥ 650 kW within the past 15 years. (21 Points)
Score 0	The Tenderer (Entity/Holding Company) has submitted no information or inadequate information/evidence to determine a score or has not successfully delivered any Cutter Suction Dredgers (CSDs) with cutter head power ≥ 650 kW within the past 15 years and the relevant valid owner feedback letter/s.
Score 20	The Tenderer (Entity/Holding Company) has successfully delivered one (1) Cutter Suction Dredger (CSD) with cutter head power ≥ 650 kW within the past 15 years and submitted the relevant valid owner feedback letter/s.

Score 40	The Tenderer (Entity/Holding Company) has successfully delivered two (2) - three (3) Cutter Suction Dredgers (CSDs) with cutter head power \geq 650 kW within the past 15 years and submitted the relevant valid owner feedback letter/s.
Score 60	The Tenderer (Entity/Holding Company) has successfully delivered four (4) - five (5) Cutter Suction Dredgers (CSDs) with cutter head power \geq 650 kW within the past 15 years and submitted the relevant valid owner feedback letter/s.
Score 80	The Tenderer (Entity/Holding Company) has successfully delivered six (6) - seven (7) Cutter Suction Dredgers (CSDs) with cutter head power \geq 650 kW within the past 15 years and submitted the relevant valid owner feedback letter/s.
Score 100	The Tenderer (Entity/Holding Company) has successfully delivered more than seven (7) Cutter Suction Dredgers (CSDs) with cutter head power \geq 650 kW within the past 15 years and submitted the relevant valid owner feedback letter/s.

T2.2-02b: Evaluation Schedule: Previous Experience (Work Boats)

Tenderers are required to demonstrate their experience in the successful delivery of Work boats with a bollard pull ≥ 3 tons within the past 15 years, and to this end shall supply a detailed reference table (including evidence) signed by the Tenderer containing the information below:

- Description of each project
- Names and bollard pull (Tons) of each Work boat on reference table.
- Completion date/year of each of the mentioned projects (within the past 15 years)
- Contact details, names of the Owner's (current registered owner of the work boat) and signed Owner feedback letters for each of the mentioned projects,

The Tenderer shall submit the signed reference table according to the following headings:

Description of Project	Work Boat Name	Work Boat bollard pull (Tons)	Work Boat build completion date/year	Owner name & contact details	Evidence: Attach signed Owner feedback letter for the Work boat
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Please note that no score/zero score will be allocated for a Work boat being supplied by a 3rd Party and not directly from the Tenderer (Entity/Holding Company) e.g. *Company A outsourced company C to supply Work Boat on its behalf for Company B.* Scoring will be allocated based on the details included on the reference table submitted and provided there has been evidence attached to determine a score.

The scoring of the *Previous Experience (Work Boats)* will be as follows:

	Successful delivery of Work Boats with a bollard pull ≥ 3 tons within the past 15 years. (9 Points)
Score 0	The Tenderer (Entity/Holding Company) has submitted no information or inadequate information/evidence to determine a score or has not successfully delivered any Work boats with a bollard pull ≥ 3 tons within the past 15 years and not submitted the relevant valid owner feedback letter/s.
Score 20	The Tenderer (Entity/Holding Company) has successfully delivered one (1) Work boat with bollard pull ≥ 3 tons within the past 15 years and submitted the relevant valid owner feedback letter/s.

Score 40	The Tenderer (Entity/Holding Company) has successfully delivered two (2) – three (3) Work boats with bollard pull \geq 3 tons within the past 15 years and submitted the relevant valid owner feedback letter/s.
Score 60	The Tenderer (Entity/Holding Company) has successfully delivered four (4) – five (5) Work boats with bollard pull \geq 3 tons within the past 15 years and submitted the relevant valid owner feedback letter/s.
Score 80	The Tenderer (Entity/Holding Company) has successfully delivered six (6) – seven (7) Work boats with bollard pull \geq 3 tons within the past 15 years and submitted the relevant valid owner feedback letter/s.
Score 100	The Tenderer (Entity/Holding Company) has successfully delivered > seven (7) Work boats with bollard pull \geq 3 tons within the past 15 years and submitted the relevant valid owner feedback letter/s.



T2.2-03: Evaluation Schedule - Programme (29 POINTS)

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

- Ability to provide the goods and services contained in the Goods Information within the required timeframe of 9 months indicating the Contract Date and Delivery Date in a logical sequence and the order and timing of the supply of the goods and services that will take place to achieve the dates stated in the Contract Data.
- The programme must clearly support and demonstrate alignment to the Activity Schedule/Requirements by including the items as mentioned in each score breakdown, including any applicable sub-activities deemed necessary by the Tenderer as submitted.



TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

Score	Programme and Delivery Time	Programme alignment with Activity Schedule/Requirements
	<p>Ability to provide the goods and services contained in the Goods Information within the required timeframe indicating the Contract Date and Delivery Date in a logical sequence and the order and timing of the supply of the goods and services that will take place to achieve the dates stated in the Contract Data.</p>	<p>The programme must clearly support and demonstrate alignment to the Activity Schedule/Requirements by including the items as mentioned in each score breakdown, including any applicable sub-activities deemed necessary by the Tenderer as submitted.</p>
POINTS	22	7
Score 0	<p>The Tenderer has submitted no information or the information is not according to the requested requirements as detailed according to the score breakdown</p>	<p>The Tenderer has submitted no information or the information is not according to the requested requirements as detailed according to the score breakdown</p>
Score 20	<ul style="list-style-type: none"> ▪ The Programme shows the Contract Date and Delivery Date ▪ Format must be MM/YYYY ▪ The duration from Contract Date to Delivery Date > 14 months. 	<p>The following Activity Schedule/Requirement items must be included on the Programme.</p> <ul style="list-style-type: none"> ▪ Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the cutter suction dredger and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser. (Refer to Activity Schedule item 3) ▪ Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the work boat and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser. (Refer to Activity Schedule item 4) ▪ Verification of specifications of the fully completed cutter suction dredger in accordance with Goods Information and successful Factory Acceptance Tests



		<p>(FATs) which is accepted by Purchaser. (Refer to Activity Schedule item 5)</p> <ul style="list-style-type: none"> ▪ Verification of specifications of the fully completed work boat in accordance with Goods Information and successful Factory Acceptance Tests (FATs) which is accepted by Purchaser. (Refer to Activity Schedule item 6) ▪ Successful demonstration of the cutter suction dredger for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be dredging operations for a period of 168 hours measured from the date that the cutter suction dredger starts dredging operations. (Refer to Activity Schedule item 13) • Successful demonstration of the workboat for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be cutter suction dredger support and progress sounding activities for a period of 168 hours measured from the date that the workboat starts support operations. (Refer to Activity Schedule item 14)
<p>Score 40</p>	<ul style="list-style-type: none"> ▪ The Programme shows the Contract Date and Delivery Date ▪ Format must be MM/YYYY ▪ A Project Resource Histogram must be shown or submitted. ▪ The duration from Contract Date to Delivery Date > 10 months but ≤ 14 months. 	<p>The following Activity Schedule/Requirement items must be included on the Programme.</p> <ul style="list-style-type: none"> ▪ Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the cutter suction dredger and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser. (Refer to Activity schedule item 3) ▪ Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the work boat and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser. (Refer to Activity Schedule item 4) ▪ Verification of specifications of the fully completed cutter suction dredger in accordance with Goods Information and successful Factory Acceptance Tests



TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

		<p>(FATs) which is accepted by Purchaser. (Refer to Activity Schedule item 5)</p> <ul style="list-style-type: none"> ▪ Verification of specifications of the fully completed work boat in accordance with Goods Information and successful Factory Acceptance Tests (FATs) which is accepted by Purchaser. (Refer to Activity Schedule item 6) • Completion of cutter suction dredger registration of vessel to Purchaser and accepted by Purchaser. (Refer to Activity Schedule item 8) • Completion of work boat registration of vessel to Purchaser and accepted by Purchaser. (Refer to Activity Schedule item 9) • Successful demonstration of the cutter suction dredger for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be dredging operations for a period of 168 hours measured from the date that the cutter suction dredger starts dredging operations. (Refer to Activity Schedule item 13) • Successful demonstration of the workboat for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be cutter suction dredger support and progress sounding activities for a period of 168 hours measured from the date that the workboat starts support operations. (Refer to Activity Schedule item 14)
<p>Score 60</p>	<ul style="list-style-type: none"> ▪ The Programme must be submitted in MS Projects PDF format. ▪ The Programme shows the Contract Date and Delivery Date ▪ A Project Resource Histogram including People, Plant/Equipment and Resources aligned to Tenderer activity schedule must be shown or submitted. ▪ The Project Critical Path must be shown on the Programme and must be highlighted in 	<p>The following Activity Schedule/Requirement items must be included on the Programme.</p> <ul style="list-style-type: none"> • Submission of final cutter suction dredger design/specifications in accordance with Goods Information which has been accepted by Purchaser. (Refer to Activity Schedule item 1) • Submission of final work boat design/specifications in accordance with Goods Information which has been accepted by Purchaser. (Refer to Activity Schedule item 2) ▪ Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the cutter suction dredger and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods



TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

	<p>colour/included on programme legend and must be aligned to the associated scoring Activity Schedule/Requirement items.</p> <ul style="list-style-type: none"> ▪ The duration from Contract Date to Delivery date > 8 months but ≤ 10 months. 	<p>Information & accepted by Purchaser. (Refer to Activity schedule item 3)</p> <ul style="list-style-type: none"> ▪ Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the work boat and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser. (Refer to Activity Schedule item 4) ▪ Verification of specifications of the fully completed cutter suction dredger in accordance with Goods Information and successful Factory Acceptance Tests (FATs) which is accepted by Purchaser. (Refer to Activity Schedule item 5) ▪ Verification of specifications of the fully completed work boat in accordance with Goods Information and successful Factory Acceptance Tests (FATs) which is accepted by Purchaser. (Refer to Activity Schedule item 6) • Verification of specifications of the fully completed pipelines and pipeline accessories in accordance with Goods Information which is accepted by Purchaser. (Refer to Activity Schedule item 7) • Completion of cutter suction dredger registration of vessel to Purchaser and accepted by Purchaser. (Refer to Activity Schedule item 8) • Completion of work boat registration of vessel to Purchaser and accepted by Purchaser. (Refer to Activity Schedule item 9) • Successful demonstration of the cutter suction dredger for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be dredging operations for a period of 168 hours measured from the date that the cutter suction dredger starts dredging operations. (Refer to Activity Schedule item 13) • Successful demonstration of the workboat for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be cutter suction dredger support and progress sounding activities for a period of 168 hours measured from the date that the
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		<p>workboat starts support operations. (Refer to Activity Schedule item 14)</p> <ul style="list-style-type: none"> • Delivery of all documentation for the cutter suction dredger, workboat, spares and pipelines in accordance with Goods Information and accepted by Purchaser. (Refer to Activity Schedule item 15)
<p>Score 80</p>	<ul style="list-style-type: none"> ▪ Programme must be submitted in MS Projects PDF format. ▪ The Programme shows the Contract Date and Delivery Date ▪ A Project Resource Histogram including People, Plant/Equipment and Resources aligned to Tenderer activity schedule must be shown or submitted. ▪ The Project Critical Path must be shown on the Programme and must be highlighted in colour/included on programme legend and must be aligned to the associated scoring Activity Schedule/Requirement items. ▪ Long lead time equipment order placement/delivery must be shown/included on the programme. ▪ The duration from Contract Date to Delivery Date ≤ 8 months. 	<p>The following Activity Schedule/Requirement items must be included on the Programme.</p> <ul style="list-style-type: none"> • Submission of final cutter suction dredger design/specifications in accordance with Goods Information which has been accepted by Purchaser. (Refer to Activity Schedule item 1) • Submission of final work boat design/specifications in accordance with Goods Information which has been accepted by Purchaser. (Refer to Activity Schedule item 2) ▪ Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the cutter suction dredger and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser. (Refer to Activity schedule item 3) ▪ Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the work boat and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser. (Refer to Activity Schedule item 4) ▪ Verification of specifications of the fully completed cutter suction dredger in accordance with Goods Information and successful Factory Acceptance Tests (FATs) which is accepted by Purchaser. (Refer to Activity Schedule item 5) ▪ Verification of specifications of the fully completed work boat in accordance with Goods Information and successful Factory Acceptance Tests (FATs) which is accepted by Purchaser. (Refer to Activity Schedule item 6)



		<ul style="list-style-type: none"> • Verification of specifications of the fully completed pipelines and pipeline accessories in accordance with Goods Information which is accepted by Purchaser. (Refer to Activity Schedule item 7) • Completion of cutter suction dredger registration of vessel to Purchaser and accepted by Purchaser. (Refer to Activity Schedule item 8) • Completion of work boat registration of vessel to Purchaser and accepted by Purchaser. (Refer to Activity Schedule item 9) • Completion of training requirements in accordance with Goods Information & accepted by Purchaser. (Refer to Activity Schedule item 10) • Successful demonstration of the cutter suction dredger for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be dredging operations for a period of 168 hours measured from the date that the cutter suction dredger starts dredging operations. (Refer to Activity Schedule item 13) • Successful demonstration of the workboat for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be cutter suction dredger support and progress sounding activities for a period of 168 hours measured from the date that the workboat starts support operations. (Refer to Activity Schedule item 14) • Delivery of all documentation for the cutter suction dredger, workboat, spares and pipelines in accordance with Goods Information and accepted by Purchaser. (Refer to Activity Schedule item 15)
<p>Score 100</p>	<ul style="list-style-type: none"> ▪ Programme must be submitted in MS Projects PDF format. ▪ The Programme shows the Contract Date and Delivery Date ▪ A Project Resource Histogram including People, Plant/Equipment and Resources aligned to Tenderer activity 	<p>The following Activity Schedule/Requirement items must be included on the Programme.</p> <ul style="list-style-type: none"> • Submission of final cutter suction dredger design/specifications in accordance with Goods Information which has been accepted by Purchaser. (Refer to Activity Schedule item 1) • Submission of final work boat design/specifications in accordance with Goods Information which has been accepted by Purchaser. (Refer to Activity Schedule item 2)



	<p>schedule must be shown or submitted.</p> <ul style="list-style-type: none"> ▪ The Project Critical Path must be shown on the Programme and must be highlighted in colour/included on programme legend and must be aligned to the associated scoring Activity Schedule/Requirement items. ▪ Long lead time equipment order placement/delivery is shown/included on the programme ▪ Quality requirements must be shown on the programme ▪ The duration from Contract Date to Delivery date ≤ 7 months. 	<ul style="list-style-type: none"> ▪ Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the cutter suction dredger and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser. (Refer to Activity schedule item 3) ▪ Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the work boat and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser. (Refer to Activity Schedule item 4) ▪ Verification of specifications of the fully completed cutter suction dredger in accordance with Goods Information and successful Factory Acceptance Tests (FATs) which is accepted by Purchaser. (Refer to Activity Schedule item 5) ▪ Verification of specifications of the fully completed work boat in accordance with Goods Information and successful Factory Acceptance Tests (FATs) which is accepted by Purchaser. (Refer to Activity Schedule item 6) • Verification of specifications of the fully completed pipelines and pipeline accessories in accordance with Goods Information which is accepted by Purchaser. (Refer to Activity Schedule item 7) • Completion of cutter suction dredger registration of vessel to Purchaser and accepted by Purchaser. (Refer to Activity Schedule item 8) • Completion of work boat registration of vessel to Purchaser and accepted by Purchaser. (Refer to Activity Schedule item 9) • Completion of training requirements in accordance with Goods Information & accepted by Purchaser. (Refer to Activity Schedule item 10) • Delivery and condition verification of all spare parts at Purchaser warehouse in accordance with Goods Information & accepted by Purchaser. (Refer to Activity Schedule item 11)
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TRANSNET NATIONAL PORTS AUTHORITY.

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

		<ul style="list-style-type: none"> • Delivery and condition verification of all pipelines and pipeline accessories at Purchaser warehouse in accordance with Goods Information & accepted by Purchaser. (Refer to Activity Schedule item 12) • Successful demonstration of the cutter suction dredger for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be dredging operations for a period of 168 hours measured from the date that the cutter suction dredger starts dredging operations. (Refer to Activity Schedule item 13) • Successful demonstration of the workboat for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be cutter suction dredger support and progress sounding activities for a period of 168 hours measured from the date that the workboat starts support operations. (Refer to Activity Schedule item 14) • Delivery of all documentation for the cutter suction dredger, workboat, spares and pipelines in accordance with Goods Information and accepted by Purchaser. (Refer to Activity Schedule item 15)
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T2.2-04: Evaluation Schedule: ISO Certification (10 POINTS)

Tenderers are required to demonstrate their International Organization for Standardization (ISO) certification regarding the building/manufacture of new vessels/grab hopper dredgers/dredgers/workboat. To this end, tenderers must supply a copy of ISO 9001 certification and/or other requirements as detailed below for scoring:

- i. **Project Quality Plan**
- ii. **Quality Control Plans**
- iii. **Quality Manual** aligned to ISO 9001:2015
- iv. Tenderer to submit a signed letter from a Certification Body regarding valid compliance to ISO 9001
- v. Tenderer to provide a valid Classification Society Certified ISO 9001 certificate relevant for the building/manufacture of new vessels/grab hopper dredgers/dredgers/workboat containing the certificate issue and expiry date and signature of the Certification Body.

Scoring will be allocated based on the details included on the copy of the relevant ISO certificate submitted and other requirements where applicable, provided there is sufficient information/evidence to clearly determine a score.

The scoring of the *ISO Certification* will be as follows:

	Tenderer to provide a valid Classification Society Certified ISO 9001 certificate and other valid ISO certificates for the building/manufacture of vessels/grab hopper dredgers/dredgers/workboat containing the certificate issue and expiry date and signature of the Certification Body (10 points)
Score 0	The Tenderer has submitted no information or inadequate information to determine a score or has not supplied the relevant valid copy/written proof of certification requested or the evidence is not submitted as per the score breakdown.
Score 20	The Tenderer has submitted: 1. A project quality plan that is specific to the building/manufacture of new vessels/grab hopper dredgers/dredgers/workboat containing the headings: Scope of works, Control of documented information, Resources, Audits, Control of non-conforming outputs
Score 40	The Tenderer has submitted: 1. A project quality plan that is specific to the building/manufacture of new vessels/grab hopper dredgers/dredgers/workboat containing the

	<p>headings/sections: Scope of works, Control of documented information, Resources, Audits, Control of non-conforming outputs</p> <p>2. A quality control plan that is specific to the building/manufacture of new vessels/grab hopper dredgers/dredgers/workboat containing the headings/sections: Sequence of activities, Procedure/code specifications, Intervention points, Field inspection checklist, Relevant signatories</p>
Score 60	<p>The Tenderer has submitted:</p> <ol style="list-style-type: none"> 1. A project quality plan that is specific to the building/manufacture of new vessels/grab hopper dredgers/dredgers containing the headings/sections: Scope of works, Control of documented information, Resources, Audits, Control of non-conforming outputs 2. A quality control plan that is specific to the building/manufacture of new vessels/grab hopper dredgers/dredgers/workboat containing the headings/sections: Sequence of activities, Procedure/code specifications, Intervention points, Field inspection checklist, Relevant signatories 3. A Quality Manual aligned to ISO 9001 containing the headings/sections: Context of the organization, Leadership, Support, Operations, Performance Evaluation
Score 80	<p>Tenderer has submitted a signed letter from a Certification Body regarding valid compliance to ISO 9001 and containing the statements/confirmations:</p> <ol style="list-style-type: none"> 1. All requirements towards the issue of a valid Classification Society Certified ISO 9001 certificate for the building/manufacture of new vessels/grab hopper dredgers/dredgers/workboat have been satisfied. 2. Anticipated issue date for a valid Classification Society Certified ISO 9001 certificate for the building/manufacture of new vessels/grab hopper dredgers/dredgers/workboat to be provided.
Score 100	<p>Tenderer has submitted a valid Classification Society Certified ISO 9001 certificate for the building/manufacture of new vessels/grab hopper dredgers/dredgers/workboat containing the certificate issue and expiry date and signature of the Certification Body.</p>



T2.2-05: Authority to submit a Tender:

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

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

A. Certificate for Company

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

Signed

Date

Name

Position

Chairman of the Board of Directors



B. Certificate for Partnership

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

_____ hereby authorise Mr/Ms _____

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

connection with the tender offer for Contract _____ and any

contract resulting from it on our behalf.

Name	Address	Signature	Date

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



C. Certificate for Joint Venture

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

Mr/Ms _____, an authorised signatory of the company

_____, acting in the capacity of lead

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

_____ and any contract resulting from it on our behalf.

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

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

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



D. Certificate for Sole Proprietor

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

Signed

Date

Name

Position

Sole Proprietor

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T2.2-06: 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.



T2.2-07 Letter/s of Good Standing with the Workmen's Compensation Fund.

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

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

Name of Company/Members of Joint Venture:

.....
.....
.....
.....
.....
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.....
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T2.2-10: Specific Goals

SBD 6.1

SECTION 9: SPECIFIC GOALS 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 of as per the table below.

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF SPECIFIC GOALS, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000.

1. GENERAL CONDITIONS

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

PRICE AND ELEMENTS OF THE SPECIFIC GOALS:	POINTS
Price	90
B-BBEE Status Level of Contributor 1 or 2	10
Non-compliant and/or B-BBEE Level 3-8 contributors	0
Total points for Price and Specific Goals must not exceed	10



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0

- 1.5 Failure on the part of a bidder to submit proof of evidence for any of the specific goals together with the bid will be interpreted to mean that preference points 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) **"Ownership"** means 51% black ownership
- (e) **"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;
- (f) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (g) **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (h) **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents
- (i) **"Price"** includes all applicable taxes less all unconditional discounts.
- (j) **"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.



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 IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

- (k) **"QSE"** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (l) **"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.
- (m) **"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

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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.

PRICE AND ELEMENTS OF THE SPECIFIC GOALS:	POINTS
Price	90
B-BBEE Status Level of Contributor 1 or 2	10
Non-compliant and/or B-BBEE Level 3-8 contributors	0
Total points for Price and Specific Goals must not exceed	10 0



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4. EVIDENCE REQUIRED FOR CLAIMING SPECIFIC GOALS

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

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

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

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

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



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- 4.4 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
4.5 A tender must submit the evidence required for each specific goal as stipulated in the bid document of each transaction and in line with table of evidence contained in the Procurement Manual of Transnet.
4.6 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 Transnet or regulatory bodies such as National Treasury or the DTI.

5. BID DECLARATION

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

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

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

Table with 2 columns: 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)



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YES		NO	
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v) Specify, by ticking the appropriate box, if subcontracting with any of the following enterprises:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]



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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor or any other matter required in terms of the Preferential Procurement Regulations, 2022 which will affect or has affected the evaluation of a bid 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.

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

T2.2-11: SBD 5 – The National Industrial Participation Programme (NIPP)

INTRODUCTION

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

1. PILLARS OF THE PROGRAMME

- 1.1 The NIPP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$5 million or other currency equivalent to US\$5 million will have a NIP obligation. This threshold of US\$5 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$5 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2-year period which in total exceeds US\$5 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$5 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$5 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30% of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIPP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIPP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.
- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2. REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

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

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

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

4. PROCESS TO SATISFY THE NIPP OBLIGATION

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



- 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.....			

T2.2-12: NON-DISCLOSURE AGREEMENT

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

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

TRANSNET SOC LTD

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

and

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

WHEREAS

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

IT IS HEREBY AGREED

1. INTERPRETATION

In this Agreement:

- 1.1 **Agents** mean directors, officers, employees, agents, professional advisers, contractors or sub-contractors, or any Group member;
- 1.2 **Bid or Bid Document** (hereinafter Tender) means Transnet’s Request for Information [**RFI**] Request for Proposal [**RFP**] or Request for Quotation [**RFQ**], as the case may be;
- 1.3 **Confidential Information** means any information or other data relating to one party [the **Disclosing Party**] and/or the business carried on or proposed or intended to be carried on by

that party and which is made available for the purposes of the Bid to the other party [the **Receiving Party**] or its Agents by the Disclosing Party or its Agents or recorded in agreed minutes following oral disclosure and any other information otherwise made available by the Disclosing Party or its Agents to the Receiving Party or its Agents, whether before, on or after the date of this Agreement, and whether in writing or otherwise, including any information, analysis or specifications derived from, containing or reflecting such information but excluding information which:

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

2. CONFIDENTIAL INFORMATION

- 2.1 All Confidential Information given by one party to this Agreement [the **Disclosing Party**] to the other party [the **Receiving Party**] will be treated by the Receiving Party as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose [whether in writing or orally or in any other manner] Confidential Information to any other person other than in accordance with the terms of this Agreement.
- 2.2 The Receiving Party will only use the Confidential Information for the sole purpose of technical and commercial discussions between the parties in relation to the Tender or for the subsequent performance of any contract between the parties in relation to the Tender.
- 2.3 Notwithstanding clause 2.1 above, the Receiving Party may disclose Confidential Information:

- 2.3.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 2.2 above, provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Agreement; or
- 2.3.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause 2.4 below.
- 2.4 In the event that the Receiving Party is required to disclose any Confidential Information in accordance with clause 2.3.2 above, it shall promptly notify the Disclosing Party and cooperate with the Disclosing Party regarding the form, nature, content and purpose of such disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.
- 2.5 In the event that any Confidential Information shall be copied, disclosed or used otherwise than as permitted under this Agreement then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and if requested take such steps [including the institution of legal proceedings] as shall be necessary to remedy [if capable of remedy] the default and/or to prevent further unauthorised copying, disclosure or use.
- 2.6 All Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights, including intellectual property rights over the Confidential Information whatsoever, beyond those contained in this Agreement.

3. RECORDS AND RETURN OF INFORMATION

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

4. ANNOUNCEMENTS

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

5. DURATION

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

6. PRINCIPAL

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

7. ADEQUACY OF DAMAGES

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

8. PRIVACY AND DATA PROTECTION

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

9. GENERAL

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



- 9.2 No failure or delay in exercising any right, power or privilege under this Agreement will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any right, power or privilege under this Agreement or otherwise.
- 9.3 The provisions of this Agreement shall be severable in the event that any of its provisions are held by a court of competent jurisdiction or other applicable authority to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
- 9.4 This Agreement may only be modified by a written agreement duly signed by persons authorised on behalf of each party.
- 9.5 Nothing in this Agreement shall constitute the creation of a partnership, joint venture or agency between the parties.
- 9.6 This Agreement will be governed by and construed in accordance with South African law and the parties irrevocably submit to the exclusive jurisdiction of the South African courts.

Signed	_____	Date	_____
Name	_____	Position	_____
Tenderer	_____		



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

T2.2-13 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.



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

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

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

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

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

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

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

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

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



TRANSNET NATIONAL PORTS AUTHORITY

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

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

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

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



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SUPPLIER DECLARATION FORM

Supplier Declaration Form

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

CSD Number (MAAA xxxxxxx):

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

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

Your Current Company's VAT Registration Status	
VAT Registration Number	
If Exempted from VAT registration , state reason and submit proof from SARS in confirming the exemption status	



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

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



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Please Note: Please provide proof of B-BBEE status as per Appendix C and D:

- Large Enterprise and QSEs with less than 51% black ownership need to obtain a B-BBEE certificate and detailed scorecard from an accredited rating agency;
- 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 <input type="radio"/> NO <input type="radio"/>
FIRST TIME SUPPLIER A supplier that we haven't as yet Traded within Transnet and will be registered via our database for the 1 st time.	YES <input type="radio"/> NO <input type="radio"/>
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 <input type="radio"/> NO <input type="radio"/>
DEVELOPMENT PLAN DOCUMENT	YES <input type="radio"/> NO <input type="radio"/> *If Yes- Attach supporting documents



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

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

Name and Surname		Designation	
Signature		Date	



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APPENDIX B

Affidavit or Solemn Declaration as to VAT registration status

Affidavit or Solemn Declaration

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

Signature: _____

Designation: _____

Date: _____

Commissioner of Oaths

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

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

Commissioner of Oaths



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APPENDIX C

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

	ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;”
Definition of “Black Designated Groups”	<p>Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

3. I hereby declare under Oath that:

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

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

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

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

Deponent Signature

Date

Commissioner of Oaths

Signature & stamp



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

APPENDIX D

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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



TRANSNET NATIONAL PORTS AUTHORITY

TENDER NUMBER: TNPA/2023/10/0029/45781/RFP

TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

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

3. I hereby declare under Oath that:

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



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

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature

Date

Commissioner of Oaths Signature & stamp



TRANSNET NATIONAL PORTS AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0029/45781/RFP
 TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

VENDOR REGISTRATION DOCUMENTS CHECKLIST

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

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

T2.2-14: REQUEST FOR PROPOSAL – BREACH OF LAW

NAME OF COMPANY: _____

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

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

NATURE OF BREACH:

DATE OF BREACH:

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

Signed on this ____ day of _____ 20____

SIGNATURE OF TENDER

T2.2-15: Certificate of Acquaintance with Tender Documents

NAME OF TENDERING ENTITY:

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

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

Signed on this _____ day of _____ 20____

SIGNATURE OF TENDERER

T2.2-16: Supplier Integrity Pact

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

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

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

and

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

PREAMBLE

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

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

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

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

1 OBJECTIVES

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

2 COMMITMENTS OF TRANSNET

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

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

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

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

3 OBLIGATIONS OF THE TENDERER / SERVICE PROVIDER

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

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

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

- 3.7 The Tenderer/Service Provider/Contractor will not misrepresent facts or furnish false or forged documents or information in order to influence the tendering process to the advantage of the Tenderer/Service Provider/Contractor or detriment of Transnet or other competitors.
- 3.8 Transnet may require the Tenderer/Service Provider/Contractor to furnish Transnet with a copy of its code of conduct. Such code of conduct must address the compliance programme for the implementation of the code of conduct and reject the use of bribes and other dishonest and unethical conduct.
- 3.9 The Tenderer/Service Provider/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Tenderer/Service Provider/Contractor confirms that they will uphold the ten principles of the United Nations Global Compact (UNGC) in the fields of Human Rights, Labour, Anti-Corruption and the Environment when undertaking business with Transnet as follows:
- a) Human Rights
- Principle 1: Businesses should support and respect the protection of internationally proclaimed human rights; and
 - Principle 2: make sure that they are not complicit in human rights abuses.
- b) Labour
- Principle 3: Businesses should uphold the freedom of association and the effective recognition of the right to collective bargaining;
 - Principle 4: the elimination of all forms of forced and compulsory labour;
 - Principle 5: the effective abolition of child labour; and
 - Principle 6: the elimination of discrimination in respect of employment and occupation.
- c) Environment
- Principle 7: Businesses should support a precautionary approach to environmental challenges;
 - Principle 8: undertake initiatives to promote greater environmental responsibility; and

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

d) Anti-Corruption

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

4 INDEPENDENT TENDERING

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

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

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

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

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

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

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

5 DISQUALIFICATION FROM TENDERING PROCESS

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

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

6 TRANSNET'S LIST OF EXCLUDED TENDERERS (BLACKLIST)

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

6.7 Grounds for blacklisting include: If any person/Enterprise which has submitted a Tender, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Tender or contract:

- a) Has, in bad faith, withdrawn such Tender after the advertised closing date and time for the receipt of Tenders;
- b) has, after being notified of the acceptance of his Tender, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the Tender documents;
- c) has carried out any contract resulting from such Tender in an unsatisfactory manner or has breached any condition of the contract;
- d) has offered, promised or given a bribe in relation to the obtaining or execution of the contract;
- e) has acted in a fraudulent or improper manner or in bad faith towards Transnet or any Government Department or towards any public body, Enterprise or person;
- f) has made any incorrect statement in a certificate or other communication with regard to the Local Content of his Goods or his B-BBEE status and is unable to prove to the satisfaction of Transnet that:
 - (i) he made the statement in good faith honestly believing it to be correct; and
 - (ii) before making such statement, he took all reasonable steps to satisfy himself of its correctness;
- g) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
- h) has litigated against Transnet in bad faith.

6.8 Grounds for blacklisting include a company/person recorded as being a company or person prohibited from doing business with the public sector on National Treasury's database of Restricted Service Providers or Register of Tender Defaulters.

6.9 Companies associated with the person/s guilty of misconduct (i.e. entities owned, controlled or managed by such persons), any companies subsequently formed by the person(s) guilty of the misconduct and/or an existing company where such person(s) acquires a controlling stake may be considered for

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

7 PREVIOUS TRANSGRESSIONS

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

8 SANCTIONS FOR VIOLATIONS

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

9 CONFLICTS OF INTEREST

- 9.1 A conflict of interest includes, inter alia, a situation in which:
- a) A Transnet employee has a personal financial interest in a tendering / supplying entity; and
 - b) A Transnet employee has private interests or personal considerations or has an affiliation or a relationship which affects, or may affect, or may be perceived to

affect his / her judgment in action in the best interest of Transnet, or could affect the employee's motivations for acting in a particular manner, or which could result in, or be perceived as favouritism or nepotism.

- 9.2 A Transnet employee uses his / her position, or privileges or information obtained while acting in the capacity as an employee for:
- a) Private gain or advancement; or
 - b) The expectation of private gain, or advancement, or any other advantage accruing to the employee must be declared in a prescribed form.

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

- 9.3 If a Tenderer/Service Provider/Contractor has or becomes aware of a conflict of interest i.e. a family, business and / or social relationship between its owner(s)/ member(s)/director(s)/partner(s)/shareholder(s) and a Transnet employee/ member of Transnet's Board of Directors in respect of a Tender which will be considered for the Tender process, the Tenderer/Service Provider/ Contractor:
- a) must disclose the interest and its general nature, in the Request for Proposal ("RFX") declaration form; or
 - b) must notify Transnet immediately in writing once the circumstances has arisen.

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

10 DISPUTE RESOLUTION

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

- a) **Vexatious proceedings:** these are frivolous proceedings which have been instituted without proper grounds;
- b) **Perjury:** where a Tenderer / Service Provider / Contractor make a false statement either in giving evidence or on an affidavit;

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

11 GENERAL

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

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

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

Signature

Date

T2.2-17: Supplier Code of Conduct

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

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

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

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

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

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

- Transnet and its employees will follow the laws of this country and keep accurate business records that reflect actual transactions with, and payments to, our suppliers.
- Employees must not accept or request money or anything of value, directly or indirectly, from suppliers.
- Employees may not receive anything that is calculated to:

- Illegally influence their judgement or conduct or to ensure the desired outcome of a sourcing activity;
- Win or retain business or to influence any act or decision of any person involved in sourcing decisions; or
- Gain an improper advantage.
- There may be times when a supplier is confronted with fraudulent or corrupt behaviour of Transnet employees. We expect our Suppliers to use our “Tip-offs Anonymous” Hot line to report these acts. (0800 003 056).

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

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

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

- Generally, suppliers have their own business standards and regulations. Although Transnet cannot control the actions of our suppliers, we will not tolerate any illegal activities. These include, but are not limited to:
 - Misrepresentation of their product (origin of manufacture, specifications, intellectual property rights, etc);
 - Collusion;
 - Failure to disclose accurate information required during the sourcing activity (ownership, financial situation, BBBEE status, etc.);
 - Corrupt activities listed above; and
 - Harassment, intimidation or other aggressive actions towards Transnet employees.



- Suppliers must be evaluated and approved before any materials, components, products or services are purchased from them. Rigorous due diligence is conducted and the supplier is expected to participate in an honest and straight forward manner.

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

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

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

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

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

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

Signed this on day _____ at

Signature

T2.2-18 Agreement in terms of Protection of Personal Information Act, 4 of 2013 (“POPIA”)

1. PREAMBLE AND INTRODUCTION

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

2. PROTECTION OF PERSONAL INFORMATION

- 2.1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No. of 2013 “(POPIA”):
consent; data subject; electronic communication; information officer; operator; person; personal information; processing; record; Regulator; responsible party; special information; as well as any terms derived from these terms.
- 2.2. The Operator will process all information by the Transnet in terms of the requirements contemplated in Section 4(1) of the POPIA:
Accountability; Processing limitation; Purpose specification; Further processing limitation; Information quality; Openness; Security safeguards and Data subject participation.
- 2.3. The Parties acknowledge and agree that, in relation to personal information of Transnet and the information of a third party that will be processed pursuant to this Agreement , the Operator is
(..... insert name of Tenderer/Contractor)
hereinafter Operator and the Data subject is “Transnet”. Operator will process personal information only with the knowledge and authorisation of Transnet and will treat personal information and the information of a third party which comes to its knowledge as confidential and will not disclose it, unless so required by law or subject to the exceptions contained in the POPIA.
- 2.4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this Agreement and the Operator is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
- 2.5. In terms of this Agreement, the Operator acknowledges that it will obtain and have access to personal information of Transnet and the information of a third party and agrees that it shall only process the information disclosed by Transnet in terms of this Agreement and only for the purposes as detailed in this Agreement and in accordance with any applicable law.
- 2.6. Should there be a need for the Operator to process the personal information and the information of a third party in a way that is not agreed to in this Agreement, the Operator must request consent

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

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



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

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

NO	
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2.13. Further, the Operator acknowledges that it will be held liable by Transnet should it fail to process personal information in line with the requirements of the POPIA. The Operator will be subject to any civil or criminal action, administrative fines or other penalty or loss that may arise as a result of the processing of any personal information that Transnet submitted to it.

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

3. SOLE AGREEMENT

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

Signed at _____ on this _____ day of _____ 2021

Name: _____

Title: _____

Signature: _____

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

(Operator)

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

AS WITNESSES:

1. Name: _____ Signature: _____

2. Name: _____ Signature: _____

T2.2-19: Domestic prominent influential persons (DPIP) or foreign prominent public officials (FPPO)

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

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

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

<https://www.transnet.net/search/pages/results.aspx?k=FPIDP#k=DPIP>,

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



TRANSNET NATIONAL PORT AUTHORITY
 TENDER NUMBER: TNPA/2023/10/0029/45781/RFP
 TENDER DESCRIPTION: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS

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

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

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

T2.2-20: Insurance provided by the *Contractor*:

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

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

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

T2.2-21: 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

T2.2-22: Foreign Exchange Requirements

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

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

Items & activities	Currency	Bank	Maximum payment

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

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

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



T2.2-23: Forecast Rate of Invoicing

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

Index of documentation attached to this schedule:

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T2.2-24: Three (3) years audited financial statements.

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

NAME OF COMPANY/IES and INDEX OF ATTACHMENTS:

.....
.....
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Transnet National Ports Authority
 Contract Number: TNPA/2023/10/0029/45781/RFP
 Contract Title: Supply, Delivery, Testing, Training and Commissioning of Classification Society Registered Cutter Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines for the Dredging Services -Port of Durban on a once-off basis.

C1.1 Form of Offer & Acceptance

Offer

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

Supply, Delivery, Testing, Training and Commissioning of Classification Society Registered Cutter Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines for the Dredging Services -Port of Durban on a once-off basis.

The tenderer, identified in the Offer signature block, has

<i>either</i>	examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.
<i>or</i>	examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.

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

	The offered total of the Prices exclusive of VAT is	R
	Value Added Tax @ 15% is	R
	The offered total of the amount due inclusive of VAT is ¹	R
	(in words) [●]	

This Offer may be accepted by the *Purchaser* 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 *Supplier* 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

¹ This total is required by the *Purchaser* for budgeting purposes only. Actual amounts due will be assessed in terms of the *conditions of contract*.

Transnet National Ports Authority
 Contract Number: TNPA/2023/10/0029/45781/RFP
 Contract Title: Supply, Delivery, Testing, Training and Commissioning of Classification Society Registered Cutter Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines for the Dredging Services -Port of Durban on a once-off basis.

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Purchaser* identified below accepts the tenderer's Offer. In consideration thereof, the *Purchaser* shall pay the *Supplier* 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 *Purchaser* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work: Goods Information including Supply Requirements

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 *Purchaser* 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 *Purchaser's Supply Manager* (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 *starting date* as set out in Clause 30.1 of the Contract Data by *Purchaser*.

Unless the tenderer (now *Supplier*) within five working days of the date of such receipt notifies the *Purchaser* 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
Purchaser**

.....
(Insert name and address of organisation)

Name & signature of witness

Date

Transnet National Ports Authority

Contract Number: TNPA/2023/10/0029/45781/RFP

Contract Title: Supply, Delivery, Testing, Training and Commissioning of Classification Society Registered Cutter Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines for the Dredging Services -Port of Durban on a once-off basis.

Schedule of Deviations to be completed by the *Purchaser* prior to contract award:

Note:

1. 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 Purchaser 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	[•]	[•]
6	[•]	[•]
7	[•]	[•]

By the duly authorised representatives signing this Schedule of Deviations below, the *Purchaser* 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 *Purchaser* during this process of Offer and Acceptance.

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

For the tenderer:

For the Purchaser

Signature Name Capacity On behalf of (Insert name and address of organisation) Name & signature of witness Date Transnet SOC Ltd
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Transnet National Ports Authority

Contract Number: TNPA/2023/10/0029/45781/RFP

Contract Title: Supply, Delivery, Testing, Training and Commissioning of Classification Society Registered Cutter Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines at the Port of Durban for a period of 9 months.

C1.2 SC Contract Data

Part one - Data provided by the *Purchaser*.

Clause	Statement	Data
1	General	
	The <i>conditions of contract</i> are the core clauses and the clauses for Options	
		X2: Changes in the law X4: Parent company guarantee X7: Delay damages X13: Performance bond X14: Advanced payment to the <i>Supplier</i> Z: <i>Additional conditions of contract</i>
	of the NEC3 Supply Contract (December 2009 and amended April 2013)	
10.1	The <i>Purchaser</i> is (name):	Transnet SOC Ltd [Reg no. 1990/000900/30]
	Address	Transnet Corporate Centre 138 Eloff Street Braamfontein Johannesburg 2000
10.1	The <i>Supply Manager</i> is (name):	Keneuoe Ntsihlele
	Address	Dredging Services, Mahatma Gandhi Rd
	Email	keneuoe.ntsihlele@transnet.net
11.2(13)	The <i>goods</i> are	Classification Society Registered Cutter Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines
11.2(13)	The <i>services</i> are	Supply, Delivery, Testing, Training and Commissioning
11.2(14)	The following matters will be included in the Risk Register	[Forex, delivery time]
11.2(15)	The Goods Information is in	Part 3:



Transnet National Ports Authority

Contract Number: TNPA/2023/10/0029/45781/RFP

Contract Title: Supply, Delivery, Testing, Training and Commissioning of Classification Society Registered Cutter Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines at the Port of Durban for a period of 9 months.

12.2	The <i>law of the contract</i> is the law of	the Republic of South Africa
13.1	The <i>language of this contract</i> is	English
13.3	The <i>period for reply</i> is	Two [2] weeks
2	The <i>Supplier's</i> main responsibilities	Data required by this section of the core clauses is provided by the <i>Supplier</i> in Part 2 and terms in italics used in this section are identified elsewhere in this Contract Data.
3	Time	
30.1	The <i>starting date</i> is.	1 April 2024
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<i>goods and services</i> <i>delivery date</i>
		1 [Classification Society Registered Cutter Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines] [31 December 2024]
30.2	The <i>Supplier</i> does not bring the <i>goods</i> to the Delivery Place more than one [1] week before the Delivery Date.	[no data required]
31.1	The <i>Supplier</i> is to submit a first programme for acceptance within	Two [2] weeks of the Contract Date.
32.2	The <i>Supplier</i> submits revised programmes at intervals no longer than	Two [2] weeks.
4	Testing and defects	
42	The <i>defects date</i> is	Fifty-two [52] weeks after Delivery.
43.2	The <i>defect correction period</i> is	One [1] week
42.2	The <i>defects access period</i> is	One [1] day
5	Payment	
50.1	The <i>assessment interval</i> is monthly	On the Twenty-five [25th] of each successive month.
51.1	The <i>currency of this contract</i> is the	South African Rand
51.2	The period within which payments are made is	Payment will be effected on or before the last day of the month following the month during which a valid Tax invoice and statement were received.
51.4	The <i>interest rate</i> is	The prime lending rate of the Rand Merchant Bank.



Transnet National Ports Authority

Contract Number: TNPA/2023/10/0029/45781/RFP

Contract Title: Supply, Delivery, Testing, Training and Commissioning of Classification Society Registered Cutter Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines at the Port of Durban for a period of 9 months.

6	Compensation events	No additional data is required for this section of the <i>conditions of contract</i>.
7	Title	No additional data is required for this section of the <i>conditions of contract</i>.
8	Risks, liabilities, indemnities and insurance	
80.1	These are additional <i>Purchaser's</i> risks	[No additional data is required for this section of the <i>conditions of contract</i>]
84.1	The <i>Purchaser</i> provides these insurances from the Insurance Table	
	1. Insurance against	[Loss of or damage to the works, Plant and Materials is as stated in the Insurance policy for Contract Works/ Public Liability]
	Cover / indemnity is	[to the extent as stated in the insurance policy for Contract Works / Public Liability]
	The deductibles are	[as stated in the insurance policy for Contract Works / Public Liability]
	2. Insurance against	[Loss of or damage to property (except the works, Plant and Materials & Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising out of or in connection with the performance of the Contract as stated in the insurance policy for Contract Works / Public Liability]
	Cover / indemnity is	[Is to the extent as stated in the insurance policy for Contract Works / Public Liability]
	The deductibles are	[as stated in the insurance policy for Contract Works / Public Liability]
84.1	The <i>Purchaser</i> provides these additional insurances	
	1. Insurance against	[Loss of or damage to Equipment (Temporary Works only) as stated in the insurance policy for contract Works and Public Liability]
	Cover / indemnity is	[Is to the extent as stated in the insurance policy for Contract Works / Public Liability]
	The deductibles are	[As stated in the insurance policy for Contract Works / Public Liability]



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84.1	The <i>Supplier</i> provides these additional insurances	<p>1. Insurance against Supply manufacture involving pre-payments. Insurable interest in terms of the prepayments made towards manufacturing of an item. PI exposure Manufacturing 2 – 3 per raw material and/or volume of completed prior to delivery to Transnet including transportation to a Transnet site until off loaded. Balance of Vehicle Third Party Liability</p> <p>Cover / indemnity is [•]</p> <p>The deductibles are [•]</p>
84.2	The minimum amount of cover for loss of or damage to any plant and materials provided by the <i>Purchaser</i> is:	[•]
84.2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the <i>goods</i> , plant and materials and equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Supplier</i>) caused by activity in connection with this contract for any one event is:	whatever the <i>Supplier</i> deems necessary in addition to that provided by the <i>Purchaser</i>.
84.2	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Supplier</i> arising out of and in the course of their employment in connection with this contract for any one event is:	As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the <i>Contractor's</i> common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R [•] ([•] Rands).
88.1	The <i>Supplier's</i> liability to the <i>Purchaser</i> for indirect or consequential loss, including loss of profit, revenue and goodwill is limited to	R0.0 [zero Rand]
88.2	For any one event, the <i>Supplier's</i> liability to the <i>Purchaser</i> for loss of or damage to the <i>Purchaser's</i> property is limited to	Total of the Prices
88.3	The <i>Supplier's</i> liability for Defects due to his design which are not notified before the last <i>defects date</i> is limited to:	The cost of correcting the defect [The Total of the Prices]
88.4	The <i>Supplier's</i> total liability to the <i>Purchaser</i> , for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	Total of the Prices



Transnet National Ports Authority

Contract Number: TNPA/2023/10/0029/45781/RFP

Contract Title: Supply, Delivery, Testing, Training and Commissioning of Classification Society Registered Cutter Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines at the Port of Durban for a period of 9 months.

88.5	The <i>end of liability date</i> is	Two [2]/ Three [3] years after Delivery of the whole of the <i>goods</i> and <i>services</i>.
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9 Termination and dispute resolution

94.1	The <i>Adjudicator</i> is (Name)	Either state the name of the person selected & complete the contact details below Or, state the person selected from the Panel of Adjudicators listed in Annexure B to this Contract Data by the Party intending to refer a dispute to him.
	Address	[•]
	Tel No.	[•]
	Fax No.	[•]
	e-mail	[•]
94.2(3)	The <i>Adjudicator nominating body</i> is:	the Chairman of The Association of Arbitrators [Southern Africa]
94.4(2)	The <i>tribunal</i> is:	Arbitration
94.4(5)	The <i>arbitration procedure</i> is	the latest edition of Rules for the Conduct of Arbitrations published by The Association of Arbitrators [Southern Africa].
94.4(5)	The place where arbitration is to be held is	[•] South Africa
	The person or organisation who will choose an arbitrator	
	- if the Parties cannot agree a choice or	the Chairman for the time being or his
	- if the arbitration procedure does not state who selects an arbitrator, is	nominee of the Association of Arbitrators [Southern Africa].

10 Data for Option clauses

		[•]	non-adjustable
X2	Changes in the law		
X2.1	A change in the law of	[•]	is a compensation event if it occurs after the Contract Date
X 4 Parent company guarantee			No additional data is required for this Option



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X4.1		if a parent company owns the supplier, the supplier gives to the purchaser a guarantee by the parent company of the suppliers performance in the form set out in the goods information.	
X7	Delay damages		
X7.1	Delay damages for Delivery are	Delivery of	amount per day
		Suction Dredger with a Cutter head Power of 650 – 750 KW, Inclusive of Workboat & Discharge pipelines	R240 000 a calendar day
X13	Performance bond		
X13.1	The amount of the performance bond is	[10% of the total of the Prices at the Contract Date].	
X14	Advanced payment to the Supplier		
X14.1	The amount of the Advanced payment is	30% of the total of the prices of the Cutter Suction Dredger, Work Boat, Pipelines & Spares Only (Activity 8, 9,11 & 12 of Activity Schedule).	
X14.2	Advance Payment Bond	total of the Advance payment to the Supplier.	
X14.3	Repayment of Advance	Subtracted from the payment on delivery and acceptance of the: Cutter Suction Dredger, Work Boat, Pipelines & Spares (Activity 8, 9,11 & 12 of Activity Schedule).	
Z	The <i>additional conditions of contract</i> are		
Z2	National Industrial Participation Programme		



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Z.2.1

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

Breach of Local Production and Content commitments provides the *Purchaser* cause to terminate the contract.

Z3 Additional clause relating to Performance Bonds and/or Guarantees

Z3.1

The Performance Guarantee under X13 above shall be an irrevocable, on-demand performance guarantee, to be issued exactly in the form of the Pro Forma documents provided for this purpose under C1.3 (Forms of Securities), in favour of the *Purchaser* by a financial institution reasonably acceptable to the *Purchaser*.

Z4 Additional clauses relating to Joint Venture



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Z4.1

Insert the additional core clause 27.5

27.5. In the instance that the *Supplier* is a joint venture, the *Supplier* shall provide the *Purchaser* 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 four [4] 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 *Purchaser* to Provide the *Goods*;

identification of the lead partner in the joint venture confirming the authority of the lead partner to bind the joint venture through the Supplier's representative;

Identification of the roles and responsibilities of the constituents to provide the *Goods*.

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.

Z4.2

Insert additional core clause 27.6

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



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Z5	Additional obligations in respect of Termination	
Z5.1		<p>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</p> <p>Under the second main bullet, insert the following additional bullets after the last sub-bullet:</p> <ul style="list-style-type: none"> • commenced business rescue proceedings (R22) • repudiated this Contract (R23)
Z5.2	Termination Table	<p>The following will be included under core clause 90.2 Termination Table as follows:</p> <p>Amend "A reason other than R1 – R21" to "A reason other than R1 – R23"</p>
Z5.3		Amend "R1 – R15 or R18" to "R1 – R15, R18, R22 or R23."
Z6	Right Reserved by the <i>Purchaser</i> to Conduct Vetting through SSA	
Z6.1		<p>The <i>Purchaser</i> reserves the right to conduct vetting through State Security Agency [SSA] for security clearances of any <i>Supplier</i> who has access to National Key Points for the following without limitations:</p> <p>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.</p> <p>Secret – this 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.</p> <p>Top Secret – this clearance is based on information which may be used by malicious, opposing or hostile elements to neutralise the objectives and functions of an organ of state.</p>
Z7	Additional Clause Relating to Collusion and/or Tender Rigging	



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Z7.1	The contract award is made without prejudice to any rights the <i>Purchaser</i> may have to take appropriate action later with regard to any collusion and/or tender rigging including blacklisting.
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Z8	Protection of Personal Information Act
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Z8.1	The <i>Purchaser</i> and the <i>Supplier</i> are required to process information obtained for the duration of the Agreement in a manner that is aligned to the Protection of Personal Information Act.
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C1.2 Contract Data

Part two - Data provided by the *Supplier*

Notes to a tendering supplier:

1. Please read both the NEC3 Supply Contract [December 2009 with amendments dated April 2013] and the relevant parts of its Guidance Notes (SC3-GN) in order to understand the implications of this Data which the tenderer is required to complete.
2. The number of the clause which requires the data is shown in the left hand column for each statement however other clauses may also use the same data
3. Data is required relevant to the option selected. Complete by hand and in ink.

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

Clause	Statement	Data												
10.1	The <i>Supplier</i> is [Name]: Address Tel No. Fax No.													
11.2(8)	The Goods Information for the <i>Supplier's</i> design is in:													
11.2(11)	The tendered total of the Prices is	R, [in words]												
11.2(12)	The <i>price schedule</i> is in:													
11.2(14)	The following matters will be included in the Risk Register													
25.2	The restrictions to access for the <i>Supply Manager</i> and Others to work being done for this contract are													
30.1	The <i>delivery date</i> of the <i>goods</i> and <i>services</i> is:	<table border="1"> <thead> <tr> <th></th> <th><i>goods and services</i></th> <th><i>delivery date</i></th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> </tr> </tbody> </table>		<i>goods and services</i>	<i>delivery date</i>	1			2			3		
	<i>goods and services</i>	<i>delivery date</i>												
1														
2														
3														
31.1	The programme identified in the Contract Data is contained in:													
63.2	The <i>percentage for overheads and profit</i> added to the Defined Cost is	%												



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C1.3 Forms of Securities

Pro formas for Guarantees

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

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

- Option X4: Parent company guarantee
- Option X13: Performance guarantee
- Option X14 Advanced payment to the *Supplier*

These Options require a guarantee “in the form set out in the Goods Information”. Pro forma documents for these guarantees are provided here for convenience but are to be treated as part of the Goods Information.

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



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Pro forma Parent Company Guarantee (for use with Option X4)

(to be reproduced exactly as shown below on the letterhead of the Supplier's Parent Company)

[Insert Purchaser's registered name and address]

Date:

Dear Sirs,

Parent Company Guarantee for Contract No

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

[insert registered name of the Purchaser]

(the *Purchaser*) and

[Insert registered name and address of the Supplier]

(the *Supplier*), for

[Insert details of the goods and services from the Contract Data]

(the *goods and services*).

I/We the undersigned

on behalf of the *Supplier's*
parent company (name)

of physical address

and duly authorised thereto do hereby unconditionally guarantee to the *Purchaser* that the *Supplier* shall Provide the Goods and Services in accordance with the above numbered Contract.

1. If for any reason the *Supplier* fails to Provide the Goods and Services, we hereby agree to cause to Provide the Goods and Services at no additional cost to the *Purchaser*.
2. If we fail to comply with the terms of this Deed of Guarantee, the *Purchaser* may itself procure such performance (whether or not the Agreement be formally determined). The *Purchaser* is to notify us and we shall indemnify the *Purchaser* for any additional cost or expense it incurs.
3. Our liability shall be as primary obligor and not merely as surety and shall not be impaired or discharged by reason of any arrangement or change in relationship made between the *Supplier* and the *Purchaser* and/or between us and *Supplier*; nor any alteration in the obligations undertaken by the *Supplier* or in



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the terms of the Agreement; nor any indulgence, failure, delay by you as to any matter; nor any dissolution or liquidation or such other analogous event of the *Supplier*.

4. The *Purchaser* shall not be obliged before taking steps to enforce the terms of this Deed of Guarantee to obtain judgement against the *Supplier* in any court or other tribunal, to make or file any claim in liquidation (or analogous proceedings) or to seek any remedy or proceed first against the *Supplier*.

5. This Deed of Guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and we hereby submit to the non-exclusive jurisdiction of the Supreme Court of South Africa.

Signed at _____ on this _____ day of _____ 20__

Signature(s)	
Name(s) (printed)	
Position in parent company	
Signature of Witness(s)	
Name(s) (printed)	



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

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

[Insert Purchaser’s name and registered address]

Bank reference No.

Date:

Dear Sirs,

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

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

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

2. At the instance of the *Supplier*, we the undersigned _____ and _____, in our respective capacities as _____ and _____ of the Bank, and duly authorized thereto,

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confirm that we hold the Guaranteed Sum at the disposal of the *Purchaser* as security for the proper performance by the *Supplier* of all of its obligations in terms of and arising from the Contract and hereby undertake to pay to the *Purchaser*, on written demand from the *Purchaser* received prior to the Expiry Date, any sum or sums not exceeding in total the Guaranteed Sum.

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



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9. The Bank chooses domicilium citandi et executandi for all purposes in connection with this Guarantee at the Bank's Address.

Signed at _____ on this _____ day of _____ 20__

For and on behalf of the Bank

Bank Signatories(s)

Name(s) (printed)

Witness(s)

Bank's seal or stamp



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

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

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

Bank ref no. [•]

Date: [•]

Dear Sirs,

Advanced Payment Guarantee for Contract No. [•]

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

[Insert *Purchaser's* name]

(the *Purchaser*) and

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

(the *Supplier*), for

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

(the *goods and services*).

I/We the undersigned [•]

on behalf of the Surety [•]

of physical address [•]

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

1. The terms *Purchaser*, *Supplier*, and the *goods and services* have the meaning as assigned to them by the *conditions of contract* listed in the Contract Data for the aforesaid Contract.
2. We renounce all benefits from the legal exceptions "Benefit of Excussion and Division", "No value received" "Revision of Accounts", "Cession of Action" and any other exceptions which might or could be pleaded against the validity of this guarantee, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.



TRANSNET NATIONAL PORTS AUTHORITY

CONTRACT NUMBER: TNPA/2023/10/0029/45781/RFP

CONTRACT TITLE: SUPPLY, DELIVERY, TESTING, TRAINING AND COMMISSIONING OF CLASSIFICATION SOCIETY REGISTERED CUTTER SUCTION DREDGER WITH A CUTTER HEAD POWER OF 650 – 750 KW, INCLUSIVE OF WORKBOAT & DISCHARGE PIPELINES FOR THE DREDGING SERVICES IN THE PORT OF DURBAN ON A ONCE-OFF BASIS.

3. The *Purchaser* has the absolute right to arrange his affairs with the *Supplier* in any manner which the *Purchaser* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the supply period, indulgence, release or variation of the *Supplier's* obligation shall not affect the validity of this Advance Payment guarantee.
4. This guarantee expires on the date when the Surety receives a notice from the *Supply Manager* stating that the advanced payment has been repaid to the *Purchaser* in terms of the Contract, or liquidated by deductions from other payments due to the *Supplier*.
5. The amount of the guarantee shall be payable to the *Purchaser* upon the *Purchaser's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Supply Manager* stating the amount of the *Purchaser's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Purchaser's* loss, damage and expense.
6. Our total liability hereunder shall not exceed the sum of (R) which is equal to the advance payment.
7. This Advanced Payment Guarantee is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 200_

Signature(s)

Name(s) (printed)

Position in Surety company

Signature of Witness(s)

Name(s) (printed)

PART C2: PRICING DATA

NEC3 Supply Contract

Document reference	Title	No of pages
C2.1	Pricing assumptions	02
C2.2	The <i>price schedule</i>	01

C2.1 Pricing Instruction

1. The *conditions of contract*

1.1. How *goods* and *services* are priced and assessed for payment

Clause 11 in NEC3 Supply Contract, December 2009 (SC)(with amendments April 2013) core clauses states:

Identified and defined terms	11 11.2	(11) The Prices are the amounts stated in the price column of the Price Schedule. Where a quantity is stated for an item in the Price Schedule, the Price is calculated by multiplying the quantity by the rate. (12) The Price Schedule is the <i>price schedule</i> unless later changed in accordance with this contract.
Assessing the amount due	50.2	The amount due is <ul style="list-style-type: none"> • the Price for each lump sum item in the Price Schedule which the <i>Supplier</i> has completed, • where a quantity is stated for an item in the Price Schedule, an amount calculated by multiplying the quantity which the <i>Supplier</i> has completed by the rate, • plus other amounts to be paid to the <i>Supplier</i>, • less amounts to be paid by or retained from the <i>Supplier</i>. <p>Any tax which the law requires the <i>Purchaser</i> to pay to the <i>Supplier</i> is included in the amount due.</p>

This confirms that the Supply Contract is a priced contract where the Prices are derived from a list of items of *goods* and *services* which can be priced as lump sums or as expected quantities of *goods* and *services* multiplied by a rate, or a mix of both.

1.2. Function of the Price Schedule

Clause 53.1 states: "Information in the Price Schedule is not Goods Information". This confirms that instructions to do work or how it is to be done are not included in the Price Schedule but in the Goods Information. This is further confirmed by Clause 20.1 which states, "The *Supplier* Provides the Goods and Services in accordance with the Goods Information". Hence the *Supplier* does **not** Provide the Goods and Services in accordance with the Price Schedule. The Price Schedule is only a pricing document.

1.3. Preparing the *price schedule*

It will be assumed that the tendering supplier has read Pages 11 and 12 and Appendix 5 of the SC Guidance Notes before preparing the *price schedule*. Items in the *price schedule* may have been inserted by the *Purchaser* and the tendering supplier should insert any additional items which he considers necessary. Whichever party provides the items in the *price schedule* the total of the Prices is assumed to be fully inclusive of everything necessary to Provide the Goods and Services as described at the time of entering into this

contract.

1 As the *Supplier* has an obligation to correct Defects (core clause 43.1) and there is no compensation event for this unless the Defect was due to a *Supplier's* risk, the lump sum Prices and rates must also include for the correction of Defects.

2 If the *Supplier* has decided not to identify a particular item in the *price schedule* at the time of tender the cost to the *Supplier* of doing the work is assumed to be included in, or spread across, the other Prices and rates in the *price schedule* in order to fulfil the obligation to Provide the Goods and Services for the tendered total of the Prices.

3 There is no adjustment to lump sum prices in the *price schedule* if the amount, or quantity, of work within that lump sum item of *goods* or *services* later turns out to be different to that which the *Supplier* estimated at time of tender. The only basis for a change to the Prices is as a result of a compensation event. See Clause 60.1.

4 Hence the Prices and rates tendered by the *Supplier* in the *price schedule* are inclusive of everything necessary and incidental to Providing the Goods and Services in accordance with the Goods Information, as it was at the time of tender, as well as correct any Defects not caused by a *Purchaser's* risk.

5 The *Supplier* does not have to allow in his Prices and rates for matters that may arise as a result of a compensation event. It should be noted that the list of compensation events includes those arising as a result of a *Purchaser's* risk event listed in core clause 80.1.

1.4. Format of the *price schedule*

(From Appendix 5 on page 78 of the SC Guidance Notes)

Entries in the first four columns in the *price schedule* in section C2.2 are made either by the *Purchaser* or the tendering supplier.

If the *Supplier* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tendering supplier enters the amount in the Price column only, the Unit, Quantity and Rate columns being left blank.

If the *Supplier* is to be paid an amount for the item which is the rate for the item multiplied by the quantity completed, the tendering *Supplier* enters the rate which is then multiplied by the Quantity to produce the Price, which is also entered.

If the *Supplier* is to be paid an amount for an item proportional to the length of time for which the *goods* and *services* are provided, a unit of time is stated in the Unit column and the length of time (as a quantity of the stated units of time) is stated in the Quantity column.

The Activity Schedule work breakdown structure provided by the Supplier is based on the Activity Schedule provided by the Purchaser. The activities listed by the Purchaser are the minimum activities acceptable and identify the specific activities which are required to achieve Delivery. The activity schedule work breakdown structure is compiled to the Satisfaction of the Supply Manager with any additions and/or amendments deemed necessary.

The Suppliers detailed Activity Schedule summates back to the Activity Schedule provided by the Purchaser and is in sufficient detail to monitor completion of activities related to the Accepted Programme in order that payment of completed activities may be assessed.

C2.2 Activity Schedule

Item	Activity	AMOUNT(R)
1	Submission of final cutter suction dredger design/specifications in accordance with Goods Information which has been accepted by Purchaser.	
2	Submission of final work boat design/specifications in accordance with Goods Information which has been accepted by Purchaser.	
3	Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the cutter suction dredger and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser	
4	Bureau Veritas (BV) and South African Maritime Safety Authority (SAMSA) Durban letters of engagement and additional requirements (if any) regarding vessel compliance for the work boat and Supplier completion plan in respect of each of the additional requirements (if any), in accordance with Goods Information & accepted by Purchaser	
5	Verification of specifications of the fully completed cutter suction dredger in accordance with Goods Information and successful Factory Acceptance Tests (FATs) which is accepted by Purchaser	
6	Verification of specifications of the fully completed work boat in accordance with Goods Information and successful Factory Acceptance Tests (FATs) which is accepted by Purchaser	
7	Verification of specifications of the fully completed pipelines and pipeline accessories in accordance with Goods Information which is accepted by Purchaser	
8	Delivery of cutter suction dredger including registration of vessel to Purchaser and accepted by Purchaser	
9	Delivery of work boat including registration of vessel to Purchaser and accepted by Purchaser	
10	Completion of training requirements in accordance with Goods Information & accepted by Purchaser	
11	Delivery and condition verification of all spare parts at Purchaser warehouse in accordance with Goods Information & accepted by Purchaser.	
12	Delivery and condition verification of all pipelines and pipeline accessories at Purchaser warehouse in accordance with Goods Information & accepted by Purchaser.	
13	Successful demonstration of the cutter suction dredger for its intended purpose in accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be dredging operations for a period of 168 hours measured from the date that the cutter suction dredger starts dredging operations.	
14	Successful demonstration of the workboat for its intended purpose in	

	accordance with Goods Information & accepted by Purchaser. The intended purpose to be demonstrated must be cutter suction dredger support and progress sounding activities for a period of 168 hours measured from the date that the workboat starts support operations.	
15	Delivery of all documentation for the cutter suction dredger, workboat, spares and pipelines in accordance with Goods Information and accepted by Purchaser.	
Total Cost Excluding VAT		R
Vat 15% (if applicable)		R
Total Price (incl. Vat)		R
Total Price in (incl. VAT) in words:		

Goods Information: Cutter Suction Dredger, Workboat & Pipeline

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SECTION A – GENERAL

A1. GENERAL DESCRIPTION

The *Goods Information* outlines the requirements for the supply, delivery, testing and commissioning of a classification society registered cutter suction dredger (CSD), a workboat to support cutter suction dredging operations as well as discharge pipelines for the dredged spoil. The CSD and the workboat shall be delivered and offloaded to A-berth, Durban, South Africa. The discharge pipelines, accessories and spare parts requested shall be delivered to the *Purchaser* store which is located in a 20km radius of A-berth and offloaded at this point. The discharge pipelines and accessories shall be protected from the elements and preserved according to the *Supplier* standard practice so as to ensure proper operation and life span when committed into operation. The details of delivery and offloading of the CSD, workboat and the discharge pipelines, accessories and spare parts are to be communicated to the *Supply Manager* at least 2 months prior to offloading. Due to the time-sensitive nature of the project the *Purchaser* requires that the CSD, workboat, discharge pipelines and spare parts be delivered and offloaded as described no later than 9 months from the date of award of the contract. To this end the *Supplier* is able to decide (while meeting the requirements of this *Goods Information*) whether the CSD, workboat, discharge pipelines and spare parts are delivered from stock or newly built. Failure to deliver within the stipulated timeframe, or such amended timeframe as agreed in the contract shall result in delay penalties being applied to the *Supplier* the details of which is covered in the contract.

The Cutter Suction Dredger (CSD) is a dismountable, transportable (via road, rail and sea) cutter suction dredger. The catamaran-hull consists of two side pontoons, one on port and one on starboard side which are interconnected by means of two special coupling pontoons. Special attention must be paid to simple quick assembly and dismantling for transport via road or rail or sea. When transporting via sea, the CSD should also be able to be lifted as a complete unit and onto the sea transport vessel.

The engine room unit is mounted on the coupling pontoons. The ladder trunnions for the cutter ladder are integrated in the engine room unit build, so that a minimum number of parts has to be dismantled when the dredger is transported. The operating cabin is mounted on top of the engine room unit and has a raised build and shall enable 360-degree visibility. Dredging operations are executed by one person from the operating cabin.

The single-walled wear resistant dredge pump, mounted on the cutter ladder or pump room unit, is direct driven by a diesel engine via gearbox in the ladder turning point or pump room bulkhead. The location of the dredge pump shall provide for ease of maintenance and removal/replacement of dredge pump components when required. The *Supplier* shall submit a procedure on how and when the dredge pump will be maintained with consideration to its location. The *Supplier* shall also submit a procedure on how and when the cutter head and

teeth will be maintained with consideration to its location as well as for continued optimum operation.

The cutter is driven by a low-speed hydraulic motor. The dredger is provided with an integrated spud carriage installation and swing winches. The spud carriage is moved by means of a hydraulic cylinder. Each of the two swing winches and the ladder winch are driven by a hydraulic motor. The two spuds are each operated by means of a hydraulic cylinder. Oil for the hydraulic system is supplied by vane pumps.

The engine room unit is equipped with (but not limited to):

- a CAT or equivalent diesel engine for direct drive of the dredge pump. Where an equivalent is provided the *Supplier* must provide suitable evidence of ability to demonstrate local support in the event of breakdowns or servicing to the specific engine mentioned and must ensure attendance to the vessel within a time period of 24 hours from notification or requirement from the *Purchaser*.

- a CAT or equivalent diesel engine, for the direct drive of the hydraulic pumps, a raw cooling water pump for the hydraulic oil cooler, clutch coupling cooler, gearbox cooler and auxiliary power gearbox cooler and a 230/400 VAC generator. Where an equivalent is provided the *Supplier* must provide suitable evidence of ability to demonstrate local support in the event of breakdowns or servicing to the specific engine mentioned and must ensure attendance to the vessel within a time period of 24 hours from notification or requirement from the *Purchaser*.

The diesel engines are cooled by means of a closed fresh cooling water system. The box coolers for these systems may be placed in the side pontoons.

A1.1. All units of measure contained within this *Goods Information* are based on the International System of Units (SI system).

A1.2. In the event of an inconsistency in the *Goods Information* the *Supplier* is required to bring this to the attention of the *Supply Manager* and shall offer the best practice solution to the problem considering the performance output required.

A1.3. Equipment capacities, powers, flows, pressures and/or head figures as stated in the *Goods Information* shall be considered as being the minimum required for the vessel, unless stated otherwise.

A.1.4. The *Supplier* may offer an alternative to the mechanical concept (relating to power supply, transmission and layout of engine room), complying with the Goods Information, but meeting the performance and functional requirements. The Supplier shall state and demonstrate added benefits that contribute to reduction of emissions and energy efficiency of using the CSD and the Workboat as well as the compliance to environmental regulations, where this is applicable.

A.1.5. A new build CSD shall be built under survey (according to the below) and to the requirements of Bureau Veritas Class or the equivalent standard of such other recognised Classification Society as may be nominated by the *Supplier* and agreed by the *Supply Manager*. Where the CSD is readily available on stock, it should be of a minimum age of approx. 7 months from completion of build (measured until award of contract) and the associated warranties will only commence upon successful delivery according to the contract.

Class symbol : I
Build mark : ✕Hull✕Mach
Service notation : Dredger
Navigation notation : Coastal Area

A.1.6. When considering hull scantlings, the thickness of plating, stringers, floors, keelson, etc., shall be as per Classification Society's requirements (refer A.1.5). Strength of intermediate shafts, coupling bolts, cutter wear and impact areas and "A" brackets to be 10% in excess of the Classification Society's requirements and shall also be shown on the relevant drawing for the system.

A.1.7. The CSD and its equipment are to meet all South African Maritime Safety Authority (SAMSA) Durban requirements and are to comply with the International Convention for Safety of Life at Sea, as applied to dredgers where applicable.

A.1.8. It will be the responsibility of the successful *Supplier* to advise SAMSA of the intention to build the vessel if this is applicable or to liaise with SAMSA in the case that the CSD is readily available (on stock). All *Suppliers* should ascertain and incorporate SAMSA requirements before tendering to ensure a fully compliant vessel/s.

A.1.9. All costs in connection with certificates, registration (including registration to *Purchaser*), surveys/approvals by SAMSA and the Classification Society, are to be borne by the *Supplier*. Three hard copies of test certificates for machinery, anchors, cables, deck machinery and any other equipment required to satisfy the criteria of the certificates as included under A5 are to be supplied, along with one electronic copy.

A.1.10. A maintenance plan for each system and all individual equipment on the vessel is to be formulated and handed over upon delivery of the vessel. The draft maintenance plan is to be shared with the *Purchaser* to ensure all required standards are met according to the below scenarios:

- During the build process for a newly built CSD
- Not later than 1 months after commencement of contract if the CSD is readily available on stock.

Any changes required by the *Purchaser* are then to be incorporated before handover and acceptance of the final document. Three (3) electronic copies are to be provided.

A.1.11. *Suppliers* must submit full details and outline drawings of their proposals when tendering. Frame spacing and all scantlings are to be clearly indicated, with the Classification Society's requirements in brackets followed by the proposed scantlings providing for the *Purchaser's* excess requirements (where this is a new build). The outline drawings may be stamped to show provisional acceptance by the Classification Society. The full details are to be compared against the requirements contained within the *Goods Information* in a clear and presentable format.

A.1.12. Full particulars (including operating maintenance instructions, dimensioned build drawings) of all machinery and equipment are also to be furnished.

A.1.13. The *Supplier* must indicate, paragraph by paragraph either that his tender complies in every respect with this *Goods Information* or, if not, precisely how it differs from the Goods Information. This compliance document shall be submitted with the relevant bid documents with heading "Specification Compliance Matrix". Alternative quotations may be submitted but all divergences from this *Goods Information* must be clearly stated on the submitted document. A broad statement that the equipment is in accordance with the *Goods Information* is not acceptable. Failure to comply with these requirements may preclude a *Supplier* from consideration.

A.1.14. The successful *Supplier* shall arrange to submit drawings as follows:

- All working drawings within a period of 1 month from commencement of contract if the CSD is a newly built vessel. The final drawings will follow upon the necessary approvals and changes.
- All final and completed and approved drawings within a period of 2 months from commencement of contract if the CSD is already built and is readily available on stock.

The *Purchaser's* representative who will approve such drawings will be communicated by the *Supply Manager* upon commencement of the contract.

A1.15. Three prints of such detailed A0 drawings as described in A.1.14, duly approved by the Classification Society where necessary, are to be supplied within the periods as stated in A.1.14. The prints are to be dated and receipt will be acknowledged. One print will be retained by the *Supply Manager* and two signed prints will be returned to the *Supplier* when approved (if required). One electronic copy of the required drawings will also be submitted along with a drawing register at each submission.

A.1.16. A detailed project plan ("Gantt Chart"), of the entire project including commissioning, testing, handover, training, and delivery is to be provided highlighting relevant milestones and critical paths. This is to be provided no later than 2 weeks from the date of award.

A1.17. The *Supplier* shall supply one electronic set (including a copy of the relevant software to view these files) of fully dimensioned drawings of all general arrangement and working drawings showing full details of the vessel and all machinery as actually built. The details of

each component included in the CSD, Workboat and Pipelines system shall also be provided. CAD files of all drawings shall also be submitted to the *Purchaser*.

A.1.18. The completed and successfully commissioned dredger (CSD) is to be delivered to Port of Durban A-berth, South Africa at the *Suppliers'* risk. All related costs shall be for the *Suppliers* account.

A.1.19. Notwithstanding any errors, omissions or inconsistencies in the *Goods Information* or drawings, it will be the *Suppliers* responsibility to deliver the dredger complete in every respect, to the *Purchaser'* satisfaction, meeting all requirements of SAMSA Durban and the Classification Society.

A.1.20. The cost of any work, material or equipment not covered by the *Goods Information* or drawings, but considered necessary (by the Classification Society and/or SAMSA Durban) for the satisfactory completion of the dredger, is to be borne by the *Supplier* and included in their tender prices.

A.1.21. In the event of a new build, after completion of the dredger by the *Supplier* and prior to commencement of the delivery, complete *Supplier's* trials and *Purchaser's* dredging trials are to be carried out. These trials shall include complete working trials of the dredger and all its machinery and equipment, including discharge to a hopper barge and via discharge pipeline. Successful completion of all trials is required prior to commencement of the delivery, which will also be witnessed by the *Purchaser*. The *Purchaser* operational team and SAMSA Durban to be present at commissioning of the vessel for a newly built vessel. In the event the vessel is readily available i.e. already built (aligned to Goods Information), then the following will be required:

- the vessel to be aligned with *Purchaser* approved classification society and SAMSA Durban.

A.1.22. In addition, the *Supplier* is to include in their tender price discharge pipeline and accessories as per Section Q.

A.1.23. All software required to troubleshoot and efficiently run all equipment will be considered as standard delivery items including the associated special tools. Licenses required for all software shall be valid for a 24-month period, commencing from the day the Delivery Certificate is issued by the *Supply Manager*. Upon expiry of the software, the *Supplier* shall provide any assistance necessary for the *Purchaser* to renew the licensing.

A.1.24. The CSD is to be fitted with a complete surveillance system (and in accordance with ISPS if applicable) for all round view of the surrounding ocean as well as all common spaces on the vessel, including machinery spaces. The areas to be covered as a minimum include machinery spaces, cutter winches and ladder, discharge pipeline and on each wing.

A.1.25. The CSD shall also be fitted with sufficient lighting covering the cutter ladder and cutter head, accommodation unit, Port and Starboard side of the CSD as well as aft area covering the spuds and hydraulics and discharge pipe connection. The lighting is to be of

sufficient LUX to enable 24 hour working of the CSD especially during the night and in low light conditions.

A2. GENERAL LAY-OUT & DESIGN CRITERIA

Conditions of the Design:

The *Supplier* shall design the vessel and all its associated equipment for full operation under the following conditions:

- | | |
|---------------------------------|-------------|
| - maximum outside temperature | 45 °C |
| - minimum outside temperature | -15 °C |
| - engine room temperature | 55 °C |
| - maximum sea water temperature | 32 °C |
| - minimum sea water temperature | -1 °C |
| - relative humidity | 90% at 35°C |

Oil requirements:

Oil to be used will be of the following type, unless it is stated otherwise:

Fuel oil

- Engines..... Marine Diesel Oil ¹⁾
- Auxiliary generator diesel engines..... Marine Diesel Oil ¹⁾
- Lubricating oil..... mineral oil type
- Hydraulic oil mineral oil type

1) Marine Diesel Oil according to ISO 8217:1996(E) with designation ISO-F-DMB

Materials:

-All materials as required for the build of this vessel and all equipment to be installed will be new and of reputable make.

-The *Supplier* is to ensure that the manufacturer of the equipment supplied has an adequate support structure in South Africa and is able to successfully troubleshoot and maintain chosen equipment.

The side pontoons with the coupling pontoons of the dredger carry from fore to aft:

- the cutter ladder with directly driven dredge pump;
- the ladder gantry;

- the deck crane;
- the engine room unit with the ladder winch and the two side winches;
- the raised operating cabin with 360-degree view; under which may be the mess, galley ablutions/shower containerised.
- the CAT or equivalent diesel engine for direct drive of the dredge pump. Where an equivalent is provided the *Supplier* must provide suitable evidence of ability to demonstrate local support in the event of breakdowns or servicing to the specific engine mentioned and must ensure attendance to the vessel within a time period of 24 hours from notification or requirement from the *Purchaser*.
- the CAT or equivalent auxiliary engine with gearbox and auxiliaries. Where an equivalent is provided the *Supplier* must provide suitable evidence of ability to demonstrate local support in the event of breakdowns or servicing to the specific engine mentioned and must ensure attendance to the vessel within a time period of 24 hours from notification or requirement from the *Purchaser*.
- the spud carriage, which carries the working spud and spud hoisting cylinder;
- the auxiliary spud with spud hoisting cylinder.
- the anchor booms (2 off in total) with the associated working systems located on the side pontoons and capable of recovery and redeployment of the position anchors.
- Crew day area (air-conditioned container for mess, galley and separate toilet wash facilities). Capacity to be sufficient to accommodate 4 persons with MLC exemption if required.
- Capable to discharge the dredged material via existing pipeline to a hydraulically operated lander pipe discharge points on both sides of the vessel. The lander pipe discharge point is able to be lowered to discharge the dredged material into a barge alongside the CSD and then be retracted on completion of the operation. The flow of the material out of the discharge point to be such as to not cause instability during the loading process of the hopper barge.

A3. PRINCIPAL CHARACTERISTICS

The anticipated main characteristics of the dredger are as follows:

- length over all, ladder up..... approx. 57.00 - 63.00 m
- length over side pontoonsapprox. 43.00 - 50.00 m
- hull breadth over the side pontoonsapprox. 10.00 - 13.00 m

- depth at sideapprox. 2.80 - 3.00 m
- average draught approx. 1.60 – 2.00 m
- max. dredging depth 25.0 m
- inside diameter of suction tubeapprox. 650 mm
- inside diameter of discharge pipeapprox. 650 mm
- maximum continuous power of diesel engine for dredge pump drive
at 1600 r.p.m. estimated at. min 1800 kW
- power of auxiliary diesel engine, at 1800 r.p.m. estimated at. min 900 kW
- power at cutter shaft, at approx. 30 r.p.m..... min 650 - 750 kW
- Able to dredge material with a maximum shear strength of 12MPa

A4. ANTICIPATED MAIN PARTICULARS

Hull		
Side pontoons	number	2
	moulded dimensions	Designed or existing to meet A3 above
	plate thicknesses	8mm or to Class
		locally 6,10,12 & 28 mm
Fuel oil tanks	total capacity approx.	80 m ³
Dirty oil tank	Capacity approx.	Designed or existing to meet A3 above
Fresh water tank	Capacity approx..	Designed or existing to meet A3 above
Engine room unit	shipping dimensions	
	l x b x h	17 x 5.1 x 3.8 m approx.
Coupling pontoons	number	1 - 2
Swing anchors	number	2
	mass	Min 1500 kg each
Swing wires	number	2
	length	Min 150 m each
Mooring wires	number	3

	length	Min 50 m each
Dredging installation	Cutter	
	continuous shaft power approx.	Min 650 kW
	maximum shaft power approx.	750 kW, for restricted time
	speed	± 15-23-30 r.p.m
Dredging depth	Approx.	4 – 25 m
Dredge Capacity	Min	4000 - 6000 m ³ /h
Dredge Pump	Type	Higher Dredge Density High Efficiency Single Walled Wear Resistant
	speed	Approx. 600 r.p.m.
Suction pipe	diameter	650 mm
	wall thickness	12 mm
Discharge pipe	diameter	650 mm
	wall thickness	12 mm
Spuds (with integrated active spud carriage and tilting device)	Diameter	900mm
<u>Deck equipment</u>		
Ladder winch	pull at 1st layer	Min 240 kN
	hauling speed at 1st layer	15 - 24 m/min
	wire diameter	Min 36 mm
	drum diameter	Min 740 mm
Swing winches	Number	2
	pull at 1st layer	Min 240 kN
	hauling speed at 1st layer	15 -24 m/min
	wire diameter	Min 36 mm
Deck crane (electric)	hoisting capacity approx.	45 - 60 kN
	outreach approx.	5 - 6 m
<u>Engine installation</u>		
Diesel engine for dredge pump	number	1
	Make	Caterpillar or equivalent
	type	3516C series II SCAC or equivalent

	bore	170mm
	stroke	215mm
	cylinders	16 in V
	max. power	Approx.1800 - 1900 kW
	speed	Approx.1600r.p.m.
Aux. diesel engine for drive of hydraulic pumps/ board net generator	number	1
	make	Caterpillar or equivalent
	type	C32DITTA ACERT or equivalent
	bore	145mm
	stroke	162mm
	cylinders	12 in V
	medium duty power	Approx. 900 - 1200 kW
	speed	Approx. 1800 r.p.m.
<u>Electrical installation</u>		
Generator	capacity	30 - 40 kVA
	voltage	230/400 Volt AC
	frequency	50 Hz
	speed	Approx. 1500 r.p.m.
Battery	number	2
	capacity	Min 400 Ah each
	voltage	24 V DC
	To work in conjunction with a hybrid inverter and solar panels	
<u>Hydraulic installation</u>		
Hydraulic pumps	triple pumps	of vane type
Hydraulic motors	for cutter drive	1
	for ladder winch	1
	for swing winches	1 (each)
	for anchor booms	1 (each)
Spud hoisting cylinders	number	2
Spud carriage travelling	number	1
<u>Auxiliary equipment</u>		
Gland pump	Capacity approx.	Min 65m ³ /h

	manometric head	860 kPa
Raw cooling water pump of the aux. drive	Capacity approx.	Min 40 m ³ /h
	manometric head	150 kPa (self-priming)
Fuel oil transfer pump set(electrically driven)	Capacity approx.	1.4 m ³ /h
	manometric head	150 kPa
	speed	1450 r.p.m.
Portable bilge pump (diesel driven)	diesel engine	
	power approx.	2.2 kW
	speed approx.	2950 r.p.m.
	pump	
	execution	self-priming
	Capacity approx.	30 m ³ /h - 15 m ³ /h
	manometric head	140 kPa - 180 kPa
Engine room fan	capacity approx.	1 x 20 000 - 26,000 m ³ /h
Sewage Treatment Plant	One	
Crew Complement	Capacity	For 4 people

Work boat with lifting equipment for handling of anchors, pipes, stores, crew and for towing and positioning of cutter:

Approximate Speed 7 knots,

Propulsion: twin screw

Further details included in Section P below.

A5. CLASSIFICATION

The CSD shall be built under survey and to the requirements of *Purchaser* approved classification society:

Class symbol	: I
Construction mark	: ✕Hull✕Mach
Service notation	: Dredger
Navigation notation	: Coastal Area

Where the CSD is readily available on stock the Supplier shall ensure that the vessel is transferred into the Purchaser approved classification society where this is applicable.

The vessel and equipment also meet the Rules and Regulations - including Amendments at the date of contract of (but not limited to and where applicable):

- International Convention for the Safety of Life at Sea (SOLAS), 1974
- International Convention on Load Lines, 1966
- International Convention on Tonnage Measurement of Ships, 1969
- International Convention for the Prevention of Pollution from Ships (MARPOL), 1973/1978
- Annex I, IV and VI.
- Convention on the International Regulations for Preventing Collisions at Sea (COLREG), 1972
- International Telecommunications Union (ITU), as far as practicable for this type of vessel
- International Electro technical Commission (IEC), as far as practicable for this type of vessel
- South African Maritime Safety Authority (SAMSA) Durban, as far as applicable and or practicable for this type of vessel. In case of a discrepancy with the latest issue of the concerning International Rules and Regulations, the latter will prevail.
- IMO Regulations, excluding Recommendations
- International Ship and Port Facility Security (ISPS) Code 2021
- Maritime Labouré Convention, 2006 (MLC)
- ISM Code

Certificates:

Upon delivery of the dredger, the following certificates (hard and soft copies) will be supplied where they are deemed applicable or necessary:

- Certificate of Classification for Hull
- Certificate of Classification for Machinery
- Certificate of Registration to *Purchaser*
- Approved Stability booklet
- International Load Line Certificate
- International Tonnage Certificate (1969)
- Cargo Ship Safety Construction Certificate
- Cargo Ship Safety Equipment Certificate
- Cargo Ship Safety Radio Certificate (GMDSS)
- Builder's Certificate
- Ship Sanitation Control Exemption Certificate
- International Oil Pollution Prevention (IOPP) Certificate
- International Sewage Pollution Prevention Certificate
- International Air Pollution Prevention (IAPP) Certificate
- ICASA license certificate
- International Anti-fouling certificate
- Certificate of compliance for Engine Air Pollution Prevention (EAPP)
- All engine certificates
- International Energy Efficiency Certificate
- SAMSA Durban approved Fire and Safety Plan
- Compliance to Cyber Security (UR 26 & 27) and MSC-FAL.1-Circ.3-Rev.2
- And any other certificate as required by SAMSA or *Purchaser* approved classification society to conform to class and register the vessel to the *Purchaser*.

A6. DRAWINGS AND DOCUMENTATION

Approval of drawings:

Before and during the build period (if applicable), a set of drawings, diagrams and lists shall be submitted to the *Purchaser*, giving the information needed to evaluate the build, arrangement and equipment of the dredger.

The drawings which are submitted to the *Purchaser's* representatives during design stage are subject to *Purchaser's* approval within the description in this *Goods Information* if required.

The submitted documents will be approved and returned by the *Purchasers'* representatives as soon as possible, but within two weeks.

A copy of all plans approved by the Classification Society will be available at the *Supplier* for perusal by the *Purchaser's* representative.

In the event that the CSD is readily available on stock, all completed and approved drawings shall be submitted to the *Purchaser* for review. If any changes are required by the *Purchaser*, these will be communicated to the *Supplier* who shall revise and resubmit the updated drawing.

At delivery of the vessel, "as built" drawings will be delivered as CAD-file and eligible PDF and in duplicate on paper print (A0) and folded to A4-size.

On delivery of the dredger the assembly drawings, parts lists and instruction books which are necessary for normal maintenance and repair of the dredger will be supplied in digital format in duplicate in the English language and two hard copies shall also be provided.

A7. TESTS & TRIALS

General:

Tests and trials will be carried out according to a program made by the *Supplier* and agreed to by the *Purchaser*, based on this *Goods Information* and in accordance with the requirements of the Authorities as mentioned in item Classification as described above. They will be affected in the presence of the *Purchaser* and shall be at expense and risk of the *Supplier*.

The *Supplier* shall give the *Purchaser* sufficient notice of the date of the trials to enable the *Purchaser's* representatives to attend, witness and provide acceptance of trial results. Test protocols will be supplied containing readings of temperatures, currents, voltages, pressures etc, necessary to show the good working and adjusting of the CSD and Workboat.

Factory trials

Diesel engines, auxiliary pumps, generator and hydraulic pumps are tested by the manufacturer prior to delivery to the *Supplier*. Copies of the testing and trial results shall be sent to the *Purchaser*. The *Supplier* shall give the *Purchaser* sufficient notice of the date of the trials to enable the *Purchaser's* representatives to attend, witness and provide acceptance of trial results if required. Minimum notice of 3 months will be required.

Installation trials

Diesel engines, hydraulic pumps, electrical installation and all auxiliary equipment, incl. cutter drive, dredge pump drive and deck machinery, will be tested alongside the quay of the *Supplier* designated area. The *Supplier* shall give the *Purchaser* sufficient notice of the date of the trials to enable the *Purchaser's* representatives to attend, witness and provide acceptance of trial results if required. Minimum notice of 3 months will be required.

Where the CSD is already built and readily available on stock, the above test will be repeated at the location of the CSD. The *Supplier* shall give the *Purchaser* sufficient notice of the date of the trials to enable the *Purchaser's* representatives to attend, witness and provide acceptance of trial results if required. Minimum notice of 3 months will be required.

The sole purpose of the trials will be to show the correct functioning of the machinery. All instruments and operating apparatus are as far as possible tested and adjusted.

Dredging Trials

The CSD shall be subjected to complete dredging trials in South Africa and shall be at the expense and risk of the *Supplier*. The period of dredging trials will last for a duration of 168 hours measured from the hour that the CSD starts dredging operations. Included as part of the dredging trials shall be the connection and disconnection of the discharge pipelines to a location as confirmed by the *Purchaser*.

The duration of the mentioned trials is in accordance with the *Supplier's* standard practice and shall be accepted by the *Purchaser* prior to implementation, except for the dredging trials the duration of which has been specified.

A8. SUPERVISION AND INSPECTION

The *Purchaser* and/or his representatives have the right to carry out inspections during the build of the dredger, and thus ensure themselves that the vessel is built in accordance with the Goods Information. They have free access to the premises of the builder and/or of his subcontractor's at all reasonable times. All such inspections will be at *Purchaser's* own expense and risk. They have no right to interfere with the normal proceedings of the work. If in their opinion the work carried out does not meet the stipulations of the contract, they should immediately report same to *Supplier*. Such report to be confirmed in writing as soon as possible thereafter. Upon acceptance by *Supplier* of claim as being justified, defective/non-compliant work will be rectified at *Supplier's* expense.

A9. ALTERATIONS DURING THE BUILD

The *Supplier* undertakes to carry out all alterations and/or additional work considered necessary by the *Purchaser*, provided requests for same are made in writing and a mutual agreement has been reached on the consequences such alterations and/or additional work may have on prices, delivery times and contract conditions. In time the *Supplier* will notify the *Purchaser* in writing of the delay to be expected.

A10. STANDARDIZATION

Where applicable, the dredging equipment and all other appropriate parts are manufactured to the International Standard in compliance with and to the satisfaction of the Authorities mentioned in item Classification as described above. Common components between the vessels in the fleet is required e.g. CAT engines or equivalent.

Where applicable and/or practical in designing and manufacturing equipment and installations, ISO norms will be employed, governed by this specification.

Dredging equipment is fabricated according to the following standards:

For welded steel builds	EN ISO 13920, Class C and G
For welded steel pipes	EN 10224
For castings	EN 1559 (part 1 and 2), quality Class 4
For casting tolerances	ISO 8062 GTB 18/5

Metric screw thread (ISO) is employed throughout, except where the use of such thread on purchased machinery is not feasible.

Only one type of grease nipple is used, except where in purchased items replacement is impractical.

Piping and hull equipment such as but not limited to manholes, bulwarks, railings, ladders, platforms, stairways, separate tanks, bollards, fairleads, mooring ports, etc. will be executed according to the *Supplier's* Standard.

Non-described execution, design parameters and details of equipment are according to manufacturer's standard (i.e. commercial off-the-shelf).

The *Supplier* must ensure that makes of chosen equipment are well supported in the South African market. Lead times to respond to breakdowns must be within acceptable industry norms and should not exceed two calendar days. It is understood that a *Supplier* will deal with reputable contractors who have a long history of supply to the *Supplier* and these conditions may be adhered to.

A11. TRAINING

The *Supplier* will be responsible for ensuring that the *Purchaser* personnel that will be manning and supporting the vessels will receive the necessary training (including training material in soft and hard copy for all trainees) regarding the operation of the Cutter Suction Dredger, Workboat and Discharge Pipelines and be exposed to a simulation tool or similar prior to completion of vessel. The *Supplier* shall also ensure the safe delivery of the training material to the *Purchaser* offices (after completion of training and where it is unpractical for the training material to be carried in hand due to the size and quantity). The final training plan and schedule shall be approved by the *Purchaser* prior to commencement of training. The table below describes the training requirements from the *Purchaser*:

Training Requirement	Duration and location	<i>Purchaser</i> CSD Personnel × 4	<i>Purchaser</i> Workboat Personnel × 4	<i>Purchaser</i> Engineering Department Personnel × 4	<i>Purchaser</i> Project Manager Department Personnel × 3
Formal/Classroom covering all system working principles, fault finding, dredge system and maintenance of CSD, Workboat and Pipelines	2 weeks (to be completed prior to CSD/Workboat Delivery to South Africa)	×	×	×	
Basic operation & Familiarisation of CSD, Workboat and Pipelines	1 week (to be completed prior to CSD/Workboat Delivery to South Africa)	×	×	×	×
Simulation Training tool & assessment	1 week (to be completed prior to CSD/Workboat Delivery to South Africa)	×	×		×
On Job Training (The <i>Supplier</i> is to allow for a CSD Dredge Master to be available after the CSD, Workboat and Pipelines have been received, for a minimum period	3 weeks (to commence upon CSD/Workboat Delivery in South Africa)				

of three weeks. Training is to include theoretical and practical operation of the vessels followed by assessments on each.		×	×		
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A12. SPARE PARTS, TOOLS AND INVENTORY

Spares: *Supplier* to include in their price the spares as required in the table below. These spares will be delivered to the *Purchaser* warehouse and offloaded by the *Supplier*. The *Purchaser* warehouse is located in Bayhead Road, Durban, South Africa (within a radius of 20 km from the Port of Durban) and can be accessed by road. A mobile crane may be required to offload the items. *Supplier* shall also submit a list of individually priced spare parts required and recommended by each OEM of the installed equipment to operate the vessel effectively and efficiently including those components of a critical nature and minimum quantity of stock level required.

Spare Part Item	Spare Part Description	Quantity
1	Complete Multi-purpose (semi spherical contour) cutter head	1
2	Complete Rock (conical contour) cutter head	1
3	Multi-purpose cutter head adapters (T system or similar)	3 times the quantity of normal set
4	Multi-purpose cutter head teeth (T system or similar)	6 times the quantity of normal set
5	Multi-purpose cutter head teeth locking pins (T system or similar)	6 times the quantity of normal set
6	Dredge Pump Impeller	1
7	Dredge Pump Casing	1
8	Complete Dredge pump replacement components (excl. Impeller and Casing)	1
9	Spare set (Port + Starboard) of positioning anchors	1
10	Ladder winch wire	1
11	Swing Wires	2
12	Spare Battery	1
13	Ladder hoist/lower sheave	1
14	Cutter ladder sheave set	1
15	Rock cutter head adapters (ESCO Geovor system or similar)	3 times the quantity of normal set
16	Rock cutter head teeth (ESCO Geovor system or similar)	6 times the quantity of normal set

SECTION B - BUILD OF HULL

B1. BUILD

The catamaran type hull of the dredger is built up from:

- one side pontoon on port side
- one side pontoon on starboard side
- two coupling pontoons interconnect the side pontoons

The hull is of all welded steel build. The frames and stiffeners are adequately dimensioned to give the pontoons the necessary strength required for dredging operations. Where necessary, extra reinforcements are fitted. The side pontoons are connected by two coupling pontoons by means of bolts above the water line at deck level and by means of special coupling blocks below the water line at bottom level.

B2. MANHOLES

The side pontoons as well as the coupling pontoons are provided with manholes.

B3. TANKS

The fuel oil tanks, dirty oil tank, water ballast tanks, freshwater tank, dry tanks and store are located in the side pontoons. A separate fuel oil buffer tank is mounted in the engine room unit.

B4. HATCHES

The engine room unit is provided with two separate bolt-mounted hatches, viz.:

- one over the dredge pump diesel engine
- one over the auxiliary diesel engine

An access hatch is fitted over the storage space in the PS pontoon. *Supplier* shall demonstrate removal of the dredge pump casing and impeller through the hatches in the form of a method statement.

B5. CATWALKS

Catwalks are to be fitted for ease of access. They are to include handrails where required.

B6. CATHODIC HULL PROTECTION

- The vessel is equipped with a cathodic hull protection system covering the underwater parts of the external hull
- The sacrificial aluminium anodes have a lifetime of about 3 years in moderate climate and under normal conditions.

B7. PAINTING AND OTHER PROTECTIVE PROCESSES

Before being processed, the steel used in the vessel's build is shot-blasted to remove rust till SA 2.5, ISO 8501-1:1988, SSPC-SP-10 and treated with one coat of shop-primer (Sigmaweld MC or equivalent) of about 18-22 microns thickness.

All steelwork is thoroughly cleaned of rust and other contaminants and pre-treated before any coat of paint is applied. Pre-treatment of galvanized steel, stainless steel, copper and Cunifer will be according to paint-manufactures requirements.

Oil and grease will be removed with a suitable detergent.

Intact shop-primer will be cleaned by means of 3M discs or pads of light sweep blasting. Marking, letters etc. will be removed prior to painting if necessary.

The surfaces will be submitted for approval before painting.

No painting to be executed during rain, too low temperatures, too high relative humidity and too intensive sunshine.

Conditions and drying times specified in the product data sheets of the manufacturer to be respected.

Deviations of the data sheets must have the approval of the manufacturer. To meet the required climate conditions on the data sheets, the Yard has the right to apply a winter system.

Painting must be executed in accordance with the paint supplier prescription.

The surface preparation and painting of the deck equipment will be executed before erection on board.

Cableways, pipe clamps etc. are to be painted before fitting cables and pipes.

Spaces and structures which will become inaccessible after mounting of equipment will be painted with the indicated number of coatings before erection of these parts.

Non-accessible spaces will be painted with Bitumastic or equivalent, and or closed airtight, in accordance with *Supplier's* practice.

Critical spots to be stripe coated.

For the hull outside and large surfaces only airless spraying will be used. After applying and drying, each layer will be checked.

The film thickness will be specified as a Dry Film Thickness and measured as follows:

Procedure:

- for tanks according to the "90 - 10" rule
- other spaces according to the "80 - 20" rule

The first number (90 or 80) means that no measurement may be below 90 or 80% of the specified layer thickness.

- The second number (10 or 20) means that no more than 10 or 20 % of the measurements may be in the range from 90 - 100% respectively 80 - 100% of the specified layer thickness.

- However, if one spot measurement is below the 90 respectively 80% five extra measurements will be taken around this spot, the lowest value expires.
- The quantity of the measurements will be taken randomly per section.
- Dry Film Thickness shall not be measured for machinery; equipment, outfitting, pipes, pipe
- supports, seats, welding beads and edges of structural members.
- Painting surfaces have to be smooth without sags.
- Subsequent coats have to be distinguishable for identification.
- Painting of machinery and auxiliaries delivered by subcontractors is cleaned from grease and other contaminants and if necessary, treated with the final coat, with exception of switchboards, control desks, refrigerators and such like.
- The chamber of a rubber sealing will be painted with epoxy primer before fitting the sealing. Electric cables, cable trays and all piping (if not specified otherwise) will be painted in the colour of the surroundings. High voltage cables not to be painted.
- Pipes will be marked with coloured rings to denote the nature of the fluid or gas passing through it.
- The hull will be provided with cathodic protection by means of anodes, these anodes are not to be painted.
- Before launching, the outside hull, the inside hull below the waterline and the water tanks shall be painted completely and the exposed sections at least protected by one coat of universal primer.
- The antifouling paint line will correspond with the following waterline:
0.30 m above the waterline of the empty ship with 100% bunker filling and water in the hopper up to the waterline
- Colour scheme to be approved by the *Purchaser*.
- Painting and surface preparation will be executed under supervision of an authorized and experienced inspector of the paint manufacturer for the important parts, i.e. the underwater hull, the freshwater tanks and the ballast tanks.
- Where the CSD is readily available, the Supplier shall submit the duly approved and sign-off quality control plan and inspections for the above item B7 to the *Purchaser*.

SECTION C – SUPERSTRUCTURES

C1. OPERATING CABIN

The totally enclosed operating cabin is positioned such as to give 360-degree view in all directions. It is provided with windows all around, two of which can be opened. A steel door with window gives access to the operating cabin. The operating cabin is placed on vibration dampers. The cabin is insulated with a layer of mineral wool, covered with marine type ceiling panels.

The operating cabin is provided with an ergonomic adjustable operating chair for the dredge master, a dredging instrument panel and a control console. The operating chair is fitted with two controllers integrated in the arm rests. These integrated controllers operate the dredge winches and spuds, see item H1.

The dredger is provided with a comfort package, comprising the following:

- Audio set in operating cabin;
Audio set comprising of an AM/FM radio with music player and two speakers.

- Sun screens in operating cabin.

Sun screens are mounted on the inside of the windows of the operating cabin.

The sunscreens can be manually moved up and down.

C2. ENGINE ROOM UNIT

A welded steel engine room unit, accommodating the diesel engines is placed on the coupling pontoon in between the side pontoons. Watertight steel doors on both sides give access to the engine room.

C3. LADDER GANTRY

The ladder hoisting gantry is an A-frame build of welded steel pipes. It is fitted to the fore ship by means of pins. To support the A-frame, two steel stay wires run from deck to the gantry top. Sheaves for the ladder hoisting wire are fitted on top of the A-frame. The ladder hoisting wire runs from the ladder winch over the sheaves to the sheaves mounted on the cutter ladder.

C4. DAY ACCOMODATION AND SANITARY OUTFIT

An air-conditioned day accommodation is to be provided with a mess galley and ablutions with fresh water and is located under the operating cabin. The cabin has a steel door. A sewage plant located in the engine compartment is to be connected.

The accommodation unit is made of steel and provided with isolation, vibration dampers, lighting and electric installation. The accommodation is suited for 4 persons and is furthermore provided

with:

- one (1) air conditioning with heating;
- one (1) countertop with stainless steel sink, cabinet and cupboard;
- one (1) shower;
- one (1) toilet;
- one (1) table;
- four (4) chairs;
- one (1) fresh water hydrophore;
- one (1) hot water boiler;
- one (1) refrigerator;
- one (1) electric cooking 2-plate;
- one (1) clock;
- four (4) clothing hooks

SECTION D - OUTFITTING

D1. BOLLARDS

A total of two single and four double bollards are fitted on the side pontoons for ease of mooring and towing by a workboat. Dimensions and build are to be in accordance with the *Purchaser's* Classification Society Requirements.

D2. OPEN RAILING

The side pontoons are provided with an open railing, consisting of stanchions of flat steel bar, connected by a steel wire.

D3. NAMEPLATES

Plastic nameplates are fitted to the relevant engine parts and on the control panel. Engraved brass nameplates are screwed on the floor plates under which valves are positioned. The inscription of the nameplates will be executed in the English language. Each valve handle will also have a circular brass tag fitted with valve description to prevent errors especially in areas where multiple valves are fitted.

D4. FLOORS WITH SUPPORT

The floor in the engine room unit is provided with 5 mm aluminium diamond plate, mounted on galvanised square tube foundation. The plates are mounted by means of counter sunk screws.

D5. GRATINGS, STAIRS, PLATFORMS AND GUARDS

Steel stairs with railings give access to the operating cabin. In the tanks and in the side and coupling pontoons steel ladders are fitted under the manholes. Near moving parts plate steel guards are provided, where necessary.

SECTION E - SHIP'S INVENTORY

E1. ANCHORS AND WIRES

The dredger is delivered with:

- two anchors
- two swing wires
- three mooring wires

The necessary wires for ladder hoisting, spud hoisting, signal mast etc. will be fitted.

For anchor weights and wire lengths see item A4. All original class approved certificates shall be included in the documentation.

E2. SIGNAL MAST

A signal mast is fitted on top of the operating cabin for the navigation signals. The mast can be lowered and dismantled.

E3. NAVIGATION SIGNALS

The signal mast is fitted with six electric signal lights and a top light. The lights are operated by switches in the operating cabin. A set of day signal 'balls' are provided for hoisting the day signals in the mast.

E4. TARPAULINS AND COVERS

At the spud hoisting cylinders, in way of the deck passages, tarpaulin covers are provided for drip watertight closing of the below deck spaces. Covers for the various ventilation channels etc. are supplied.

E5. STANDARD TOOLS

The following standard tools will be supplied:

- a set of mounting and dismantling tools for the dredge pump
- a set of mounting and dismantling tools for the pontoons and cutter ladder
- a set of tools for the diesel engines
- a lever tackle
- a standard set of ring spanners, open spanners and Allen keys incl. special tools for the hydraulic installation
- hydraulic bolt tensioning cylinder with manually operated high pressure pump for tensioning the coupling blocks
- Portable welding set;
The portable welding set, welding current 20 – 200A, comprises: 10 m welding cable, 10 m earthing cable, welder's shield, chipping hammer, wire brush and a set welding gloves.

E6. START-UP SPARES

All fuses, light bulbs, solenoids and O-rings will be supplied with the dredger for starting up procedure.

E7. LIFESAVING APPLIANCES

To be as per SAMSA Durban and *Purchaser* approved Classification Society Regulations and Requirements for 4 crew.

Live saving appliances, comprising the following:

- 4 lifebouys with suspension brackets;
- 4 self-floating lifelines, length 30m;
- 4 life jackets.

E8. FIRE-FIGHTING APPLIANCES

To be as per SAMSA Durban and *Purchaser* approved classification society regulations and requirements.

- Portable fire extinguisher (5x);
- 2nd portable bilge pump set with hose and nozzle.

Portable fire extinguishers

A total of five fire extinguishers will be provided, comprising the following:

- 1 CO2 fire extinguisher (2 kg) with 1 spare filling;
- 4 powder fire extinguisher with 4 spare fillings.

E9. FIRST-AID BOX

To be as per SAMSA Durban regulations

SECTION F - DREDGING INSTALLATION

F1. CUTTER LADDER

The cutter ladder is hinged to the engine room unit by means of ladder trunnions, provided with spherical plain bearings. The ladder is made of plate steel welded build and is built in an upper part and a lower part.

Fitted on the ladder lower part are the cutter drive, two tumbling blocks for the swing wires and three sheaves for the ladder hoisting wire. The sheaves are grease lubricated and provided with seals.

F2. CUTTER DRIVE

The cutter is driven by a low speed hydraulic motor via a cutter shaft. The cutter shaft runs in a roller bearing and is placed in a casing which is entirely filled with oil. The speed of the cutter can be step controlled at the operating desk. For mounting and dismounting of the cutter, the drive can be inched in both directions. The continuous torque of the cutter drive can be exceeded up to 110% for about 15 sec. During this time the operator can adjust the swing winch speed in order to reduce the cutter drive torque. By doing so a smooth operation of the cutter drive is possible using the nominal cutter drive power.

F3. CUTTER

The cutter is of the multi-purpose crown type with easily replaceable teeth of the flared chisel type, fitted on adapters and locked with a locking pin. The cutter is fitted to the shaft by means of screw thread. Alternatively narrow chisels or pick points can be used for the cutter.

F4. DREDGE PUMP

The dredge pump is a high efficiency centrifugal dredge pump.

The pump casing is made of one piece 'Maxidur 5' cast steel or equivalent. The suction cover and shaft cover (made of Cast steel 52) are provided with circular wearing plates. The wearing

plates are made of 'Maxidur 5' or equivalent. The suction mouth wearing ring is of 'Maxidur 3' or equivalent. The shaft side cover has a special sealing arrangement for the pump shaft with water flushing from a gland pump. The sealing rings run on a bush with wearing surface. The impeller of the dredge pump is made of 'Maxidur 5' or equivalent and fitted to the shaft by means of screw thread. The pump shaft is made of alloyed steel and runs in roller bearings.

To reduce wear on the shaft side of the dredge pump, a separate gland flushing pump discharges water between the impeller and the wearing plate. Dredge pump parts can be hoisted by means of a deck crane, see item G3.

F5. DREDGE PUMP GEARBOX

A gearbox is placed on the ladder build in way of the ladder turning point or the pump room unit. The ingoing shaft housing of the gearbox is connected to the engine room unit and sealed with a watertight sealing. A lubricating oil sump tank is built for lubricating the gearbox. A lubricating oil pump, lubricating oil cooler and a filter are built on the gearbox.

F6. DREDGE PUMP CLUTCH COUPLING BOX

A hydraulically operated clutch is fitted to the dredge pump diesel engine and can be engaged/disengaged from the operating cabin. The clutch is protected against overloading by a PLC, see item J4. The hydraulic system for the clutch is equipped with its own pump, oil cooler and filter.

F7. COUPLINGS AND BARRING DEVICE

Between dredge pump and gearbox on the ladder a flexible shaft coupling is arranged with a barring device for inching the dredge pump. The flexible shaft coupling is running in a watertight protection pipe and is maintenance free.

The gearbox and the clutch are connected by means of elastic couplings and a carbon fibre spacer. On the hub at clutch coupling box side, a gland pump drive is arranged. The clutch is connected to the diesel engine by a high elastic coupling.

F8. SUCTION / DISCHARGE PIPELINE ON LADDER

The suction and discharge pipeline on the ladder are supported in saddles and fastened with brackets.

F9. CONNECTION TO THE PIPELINE ON BOARD

A rubber discharge hose with a smooth inner surface connects the discharge pipeline of the ladder with the discharge pipeline on board.

F10. DISCHARGE PIPELINE TO THE AFT SHIP

The discharge pipeline on the engine room unit is fastened with brackets and is fitted to the stern at a suitable level to be connected to a floating pipeline.

F11. DISCHARGE PIPELINE LANDER TO HOPPER BARGE

The CSD shall be capable to discharge the dredged material via existing/modified pipeline to a hydraulically operated lander pipe discharge point on the side of the vessel. The lander pipe discharge point is able to be lowered to discharge the dredged material into a barge alongside the CSD and then be retracted on completion of the operation. The flow of the material out of the discharge point to be such as to not cause instability during the loading process of the hopper barge.

F12. SPUD CARRIAGE

A movable spud carriage is fitted between the two pontoons at the aft end of the dredger. The spud carriage is moved by means of a hydraulic cylinder operated from the operating cabin. The spud carriage is equipped with six vertical wheels running between a lower and an upper rail. Slide bars are fitted to the spud carriage and to the pontoons to prevent jamming. The spud carriage is provided with a spud hoisting installation.

F13. SPUDS

Two cylindrical welded steel spuds are fitted at the aft of the dredger. The spuds are built of plate steel cylinders of various thicknesses, material St. 52-3. The length of the spud is such that the spud can still penetrate sufficiently into the bottom at the maximum specified suction depth. The exterior is entirely smooth. The lower part is provided with a plate steel point. The upper part is closed and provided with a hoisting eye. At fixed intervals, the spuds are provided with steel sleeves which enable to fixate the spud position by inserting a steel pin in the sleeve.

F14. SPUD HOISTING INSTALLATION

Each spud is hoisted with a steel wire sling. A sheave head with steel wire sheaves are mounted on top of each hydraulic cylinder. Each spud hoisting cylinder can be operated from the operating cabin. Two hand operated valves are fitted on aft ship to lower the spuds slowly.

F15. SPUD DOORS

Two spud doors are fitted, one for each spud. The spud doors are provided to simplify removing and installation of the spuds. Each spud door consists of an upper, a lower and an intermediate bracket, which are interconnected. For transport in shallow waters the intermediate bracket allows the spud to be hoisted to the extent, that the point of the spud is level with the bottom of the ship.

SECTION G - DECK EQUIPMENT

G1. LADDER WINCH

The ladder winch, to hoist and lower the ladder, is placed on the engine room unit. The winch is driven by a hydraulic motor. The oil for this motor is supplied by a section of a hydraulic triple pump with fixed delivery. The hauling speed can be regulated while maintaining the required torque. The speed regulation is effected continuously variable by returning a bigger or smaller volume of oil to the hydraulic tank, by means of a control valve positioned in the engine room. This control valve is electrically operated from the operating desk. The ladder winch is equipped with a fail-safe disc brake.

For hauling speed and wire pull see item A4.

G2. SWING WINCHES

The swing winches, for haul or to veer the swing wires, are placed on the engine room unit. The winches are driven by a hydraulic motor. The oil for these motors is supplied by a section of a hydraulic triple pump with fixed delivery. The winches can be secured by means of a hand operated locking pin. The speed can be regulated while maintaining the required torque. The speed regulation is effected continuously variable by returning a bigger or smaller volume of oil to the hydraulic tank by means of a control valve positioned in the engine room. This control valve is electrically operated from the operating desk. Braking of the off going winch is effected hydraulically by controlling the return oil flow from the winch motors. This control valve is electrically operated from the operating cabin. The winch motors can be reversed from the operating desk so that the drums can also be driven in the off going direction.

For hauling speed and wire pull see item A4.

G3. DECK CRANE

A deck crane is installed on the pontoon for hoisting of parts of the dredge pump and parts from a support vessel. The crane is provided with an electric operated chain tackle, an electric trolley mechanism and an electric slewing mechanism. For technical data see item A4.

SECTION H - INSTRUMENTATION & CONTROLS

H1. DREDGE CONTROL CONSOLES

The following components are fitted in the operating chair and dredge control console:

- speed control for diesel engine
- stop diesel engines
- dredge pump coupling control
- touch screen with:
 - lubricating oil pressure of diesel engine
 - speed indicator for diesel engine
 - cooling water temperature of diesel engine
 - cooling water level of diesel engine
 - alarm system, accept, test
- main (key) switch / hydraulics
- control for SB swing winch
- control for SB spud

- control for air whistle
- control for the cutter
- control for the ladder winch
- control for the PS swing winch
- brake control for both swing winches
- control for PS spud
- emergency stop hydraulics

The instrument panel is fitted with:

- pressure and vacuum indicator of the dredge pump
- hydraulic pressure indicator of swing winches/ladder winch and spuds/ cutter system
- Swing and depth indicator, including end of swing indicators, dredge depth indicator and dredge width indicator.

H2. SWING AND DEPTH MEASUREMENT

For swing angle measurement an electric compass sensor, mounted in a mast on the operating cabin, is used. It communicates the heading information to the control system (PLC).

In the touch screen, parameters and alarms are set and indicated. All swing angle parameters can be set, like center line heading, swing angle alarms. The actual heading is shown as a deviation from the selected center line heading. The indicator is placed in the instrument panel.

H3. SPUD CARRIAGE POSITION MEASUREMENT

The linear position of the spud carriage is presented on an indicator in the operating cabin.

H4. SUCTION DEPTH MEASUREMENT SYSTEM

The cutter ladder angle is measured with an inclinometer. The ladder angle measured is sent to the control system (PLC) to display the suction depth on the instrument panel in the operating cabin. The system shall also allow for a limit to be set for level cutting on the sea bed.

H5. PRESSURE AND VACUUM MEASUREMENTS

The pressure and vacuum indicators of the dredge pump and the pressure indicator of the gland pump are mounted on the instrument panel in the operating cabin.

H6. DREDGED PRESENTATION SYSTEM

The dredge visualization system is for on-line hydrographic survey applications as well as for off-line applications.

The dredge tracking system presents the dredge operator with on-line actual updates from the dredger on the bathymetric electronic chart in absolute positions.

With one of the Dredge Tracking System tools the operator is also able to see and control the dredger between the required profile and the actual profile or select the autopilot mode for the dredging operation if required.

The system is able to log and to present all relevant data.

The system will derive the following information from the several systems as specified in the respective Sections of this Goods Information:

The positioning equipment comprises three main parts:

- Differential Global Positioning System (DGPS);
- Ladder and cutter head depth measurement system;
- Visualization system,
- RTK signals
- Hydrographic equipment namely a sonar sensor mounted on the hull

The Differential Global Positioning System (DGPS), make Trimble or equivalent, is able to indicate the position of the dredger with a centimeter accuracy (< 2 cm in horizontal, x/y, direction, < 5 cm in vertical, z, direction). By using a two antenna receiver on the dredger, the heading (for indication of the swing angle) of the dredger can be determined. Due to the accuracy in z-direction, a separate tidal measurement is not required.

The DGPS-RTK comprises the following parts:

One shore reference station consisting of:

- RTK DGPS (L1/L2) receiver type 750 (Base);
- UHF radio transceiver;
- Battery box;
- Transport case;
- Notebook for initialization, antenna's, and required cables.

One vessel receiver station consisting of:

- Dual RTK DGPS receiver type 860 (Rover);
- UHF radio transceiver;
- Two GPS (L1/L2) vessel antenna's;
- all required antenna's, connection cables and mounting poles.

The vertical position of the cutting tool is determined with a ladder depth measurement system consisting of:

- A ladder depth transmitter, for measuring the angle of the ladder;
- A trunnion depth sensor, for measuring the draught of the pontoon at the position of the ladder trunnion;
- A combined calculator and indicator unit for calculation of the depth of the cutting tool below water level with aid of the above mentioned sensors.

As the DGPS and ladder depth measuring system are only producing co-ordinates and depth numbers, a visualization system is provided. The dredging visualization system is used to enable the dredge operator to see:

- the dredger and cutting tool in side-, back- and plain view, in the profile to be dredged.
- Actual updates from the bathymetric electronic chart can be loaded in the system by the dredge surveyor.
- Pre-set limits for level cutting on the sea bed

The system communicates with the ladder depth measuring system and the DGPS, which provide the necessary input for the dredging visualization software. The dredging visualization software consists of a computer with software package, including a flat screen LCD TFT monitor, mouse, keyboard, color printer and USB memory stick.

Note: The CSD shall be able to provide real time hydrographic progress soundings of the dredging project at hand and be able to output the data in the form of a report which will be used to present to clients. All reports/information gathered to be in accordance to the international standards for conducting and reporting on hydrographic soundings. The *Supplier* is to include the relevant hull sensors in the design of the vessel and any other equipment or system needed to achieve this objective.

SECTION I - ENGINE INSTALLATION

I1. DIESEL ENGINE FOR DREDGE PUMP DRIVE

The diesel engine drives the dredge pump through a built on switchable coupling against the flywheel housing and a gearbox/pivoting gearbox on the cutter ladder. The engine is arranged in the engine room unit and mounted on rubber vibration dampers.

The dredge pump engine is a 4-stroke, turbo-charged/after-cooled engine and is IMO-tier II compliant. The engine is equipped with a computer controlled system for high efficiency running of the engine. The engine is equipped with a built-on cooling water circulation pump for the jacket water cooling system and one for the after cooling system which are connected to box cooling elements, fuel and lubricating oil filters and a lubricating oil cooler. The engine is provided with an electric starting device (24 V).

The speed of the diesel engine is controlled in the operating cabin. The engine can be started and stopped in the engine room. Emergency stops are possible in the engine room and from the operating cabin. The diesel engine is supplied with a monitoring, alarm and safety system. With the power display on the diesel engine the following information can be displayed in gauge, digital or bar graph format:

- lubricating oil pressure and temperature
- cooling water temperature

- fuel oil pressure and temperature
- service meter
- engine speed
- engine load

The engine is equipped with automatic protection, de-rating the engine in case of:

- cooling water temperature too high
- air filter restriction pressure too high
- exhaust temperature too high
- crankcase pressure too high
- after cooling water temperature too high

The automatic protection will stop the engine in case of:

- lubricating oil pressure too low
- over speed

Furthermore the following alarms are installed:

- lubrication oil pressure low
- voltage low
- lubrication oil filter and fuel oil filter differential pressure high
- fuel tank level low
- expansion tank level low

For technical details see item A4.

12. AUXILIARY DIESEL ENGINE

The engine drives an auxiliary power gearbox and the boardnet generator, see item J1. The engine is mounted on a skid with the auxiliary power gearbox. The skid is mounted on rubber vibration dampers and arranged in the engine room unit.

The auxiliary engine is a 4-stroke, turbo-charged/after-cooled engine and is IMO-tier II compliant. The engine is equipped with a built-on cooling water circulation pump for the jacket water cooling system and one for the after cooling system which are connected to box cooling elements, fuel and lubricating oil filters and a lubricating oil cooler. The engine is provided with an electric starting device (24 V).

The engine can be electrically started and stopped in the engine room. Emergency stops are possible in the engine room and from the operating cabin. The diesel engine is supplied with a monitoring, alarm and safety system. With the power display on the diesel engine the following information can be displayed in gauge, digital or bar graph format:

- lubricating oil pressure and temperature
- cooling water temperature
- service meter/hour counter
- engine speed
- engine load

The engine is equipped with automatic protection, de-rating the engine in case of.

- cooling water temperature too high
- air filter restriction pressure too high
- exhaust temperature too high
- crank case pressure too high
- after cooling water temperature too high

The automatic protection will stop the engine in case of:

- lubricating oil pressure too low
- over speed

Furthermore the following alarms are installed:

- lubrication oil pressure low
- voltage low
- lubrication oil filter and fuel oil filter differential pressure high
- fuel tank level low
- expansion tank level low

For technical details see item A4.

I3. AUXILIARY ENGINE GEARBOX

The auxiliary diesel engine drives an auxiliary power gearbox, through an elastic coupling. This gearbox drives the pumps for the hydraulic system and the raw cooling water pump,

see item L4. The gearbox is equipped with built-on lubricating oil pump, lubricating oil cooler and lubricating oil filter.

SECTION J - ELECTRICAL INSTALLATION

J1. BOARD NET GENERATOR

A 230/400 Volt generator is installed, driven by the auxiliary diesel engine by means of a V-belt transmission.

For capacities see item A4.

J2. ACCUMULATOR BATTERY INSTALLATION

One accumulator battery of 24V is installed for starting the diesel engines. Another accumulator battery of 24V is installed for emergency lighting and for operation of the electro-magnetically controlled hydraulic valves. The accumulator batteries are placed in synthetic containers on the engine room unit.

For capacity see item A4.

J3. BATTERY CHARGER

For charging the accumulator batteries from the 230/400 V net, two transformers/rectifiers are installed. A hybrid inverter system with solar panel is also installed and able to work in conjunction with this system.

J4. MAIN SWITCHBOARD

In the engine room unit a switch board is installed which comprises the following main parts:

- one remote I/O station, i.e. the centre PLC station;
- main 400V - AC distribution
- main 230 V - AC distribution
- main 24 V - DC distribution
- motor starters
- alarm handling
- clutch control of the dredge pump drive
- two built on battery chargers

J5. CONTROL PANELS

The dredger is equipped with the following control panels:

- one main switchboard; 230/400V - AC / 24V - DC

- one remote I/O hydraulic control box aft
- one remote I/O hydraulic control box fore
- one dredge control console
- one instrument panel
- PS armrest control panel
- SB armrest control panel

J6. WIRING, CABLES AND LAMPS

The electric cables are in accordance with the requirements of *Purchaser* approved Classification Society.

Connected to the 400 V net are:

- one axial flow fan for engine room
- fuel oil transfer pump
- oil drain pump dredge pump engine
- oil pump for clutch dredge pump engine
- AC unit
- sewage plant
- two plug sockets with plugs in the engine room unit

Connected to the 230 V net are:

- LED lighting in engine room unit (8 Lamps)
- LED lighting in PS-store (1 lamp)
- two LED flood lights on the aftside of the operating cabin for illuminating the deck of the pontoons (200 W)
- two LED floodlight on the operating cabin for illuminating the fore deck of the pontoons (200 W)
- two LED floodlights in the ladder gantry for illumination of the ladder, A frame and the cutter working areas (200 W)
- three LED floodlights on the aftside of the engine room for illumination of the spuds, cylinder and discharge pipeline connection area working areas
- one searchlight, see item J8

- three LED lamps in the operating cabin (3x lamp)
- three LED lamps under the operating cabin (3x lamp)
- dimmable lighting for instrument and controls and lamps
- four plug sockets with plugs in the engine room unit (South African standard)
- three double plug sockets with plug in the operating cabin (South African standard)
- one plug socket with plug in the PS-store (South African standard)
- two battery chargers

Connected to the 24 V net are:

- alarm installation
- emergency lighting
- the electro-magnetic hydraulic valves
- signal lights (7 lamps - 2W led)
- air whistle
- one plug socket with plug in operating cabin (South African standard)
- two plug sockets with plugs in engine room unit (South African standard)
- two window wipers of operating cabin

Note: All plug sockets and light/lamp fittings shall be of the South African standard.

A separate 24 V net is installed for starting of the diesel engines.

J7. HYDRAULIC VALVES

The solenoids of the electrically operated hydraulic valves are connected to the 24 V electric system in the remote I/O boxes installed fore and aft in the engine room unit. These solenoid operated valves are mounted on hydraulic blocks in the engine room and are operated from the control desk via an ethernet field bus, and locally installed remote I/O modules. Application of this system permits the hydraulic installation to remain intact when dismounting the dredger for transport. In case of PLC-box failure, an emergency switch can operate the ladder winch directly.

J8. SEARCHLIGHT

On the operating cabin a hand operated 1000 W, revolving searchlight of 230V is installed.

J9. DIESEL GENERATOR SET

The dredger is equipped with a generator set placed in the engine room

Generator set : number : 1
prime power : min 30 - 40 kVA
voltage : 400 V AC
frequency : 50 Hz
speed approx. : 1500 r.p.m

SECTION K - HYDRAULIC INSTALLATION

K1. HYDRAULIC PUMPS

The auxiliary engine drives four vane triple pumps with fixed delivery, through a gearbox. These vane pumps supply the oil for the hydraulic motors of the cutter drive, the winches, the spud hoisting cylinders and the spud carriage travelling cylinder.

K2. HYDRAULIC MOTORS

All hydraulic motors for the ladder and swing winches are of the same make and type.

For technical details see item A4.

K3. SPUD HOISTING CYLINDERS

The spuds are hoisted by means of hydraulic cylinders. For details of cylinders, see item A4.

K4. SPUD CARRIAGE TRAVELLING CYLINDER

The spud carriage is moved by means of a hydraulic cylinder which is controlled from the operating cabin.

For details of the spud carriage cylinder see item A4.

K5. COOLER AND FILTER FOR HYDRAULIC SYSTEM

In the return pipeline of the hydraulic system a hydraulic oil cooler and a hydraulic oil filter with disposable elements are incorporated.

SECTION L - AUXILIARY EQUIPMENT

L1. BOX COOLERS

Four box coolers (combined as two double units) for the diesel engines are installed in the SB and PS pontoon. They can be easily dismantled for cleaning while the vessel is afloat.

L2. RAW WATER INLET FILTERS

A raw water inlet box with removable double plate filters is mounted to the PS pontoon. The inlet box is used for the raw cooling water pump of the aux. engine and for the flushing pump of the dredge pump.

L3. FLUSHING PUMP FOR DREDGE PUMP

For water flushing of the shaft side of the dredge pump, one belt driven gland pump is provided. The pump casing and the impeller are made of bronze.

For technical details see item A4.

L4. RAW COOLING WATER PUMP

A raw cooling water pump is installed, driven by the auxiliary diesel engine through a V-belt transmission. The raw cooling water pump supplies cooling water to the hydraulic oil cooler, lubricating oil coolers for hydraulic clutch box, pivoting gearbox and auxiliary power gearbox.

For technical details see item A4.

L5. FRESH COOLING WATER PUMPS

The fresh water pumps of the diesel engines are built on the engines, see items I1 and I2.

L6. LUBRICATING OIL COOLERS

The following lubricating oil coolers are installed:

- one built to the dredge pump clutch
- one built to the dredge pump gearbox
- one built on each diesel engine
- one built to the auxiliary power gearbox

L7. PORTABLE BILGE/GENERAL SERVICE PUMP SET

A portable diesel driven bilge/general service pump set is supplied with the dredger. The pump is driven by a diesel engine. The diesel engine has a manually operated starting device. Diesel engine and bilge pump are mounted on a welded steel foundation. The pump is self-priming. Material: pump casing and impeller are made of cast iron. The necessary hoses for bilging and ballasting of the pontoons and deck washing are supplied.

For capacities see item A4.

L8. FUEL OIL TRANSFER PUMP

An electrically driven fuel oil transfer pump for filling the fuel oil buffer tank is fitted.

For technical details see item A4.

L9. VENTILATION

Air supply to the engine room unit is provided by means of one electrically driven axial flow fan positioned at the front of the unit and naturally discharged at the aft of the unit.

For technical details see item A4.

L10. SILENCERS

The silencers of the main diesel engine and the auxiliary diesel engine are placed on the engine room unit, damping 35 dB(A).

SECTION M - PIPING

M1. PIPING AND FITTINGS

Bilge and ballast pipes

The engine room unit is provided with two connections for pumping oil-polluted water to the waste oil tank by means of the portable diesel driven bilge pump set. The suction connections are provided with suction baskets. For discharging to overboard, to the waste oil tank and fire fighting, the diesel driven bilge pump set can be used in accordance with the Classification Society rules and regulations. The ballast tanks, store and dry tanks in the side and the coupling pontoons are executed with a 50 mm bore combined suction/filling/sounding pipeline with a hose connection at deck level. These compartments can be drained by the portable bilge pump set.

Air, filling and sounding pipes

The fuel tanks and the waste oil tank in the side pontoons are provided with a vent pipe with ball float, a filling pipe and a sounding pipe. The dry tanks are provided with a vent pipe with ball float and a combined bilge/sounding pipe. The store is provided with an air pipe of the gooseneck type with a closing device and a combined bilge/sounding pipe. The water ballast tanks are provided with a vent pipe with ball float and a combined filling, bilge and sounding pipe. The drinking water tank is provided with a vent pipe with ball float and a combined filling and sounding pipe.

Deck washing system

For deck washing purposes the portable bilge pump can be used.

Raw water piping

Water for the gland pump for the dredge pump and for the raw cooling water pump will be drawn in via the raw water inlet filters, see L2. The piping is made of thick walled seamless steel pipe. The systems are provided with necessary fittings, such as: cast iron valves, non-return valves, rubber hose connections and expansion pieces, pressure gauges and temperature gauges.

Fuel piping

The fuel piping is of seamless steel pipe and provided with the necessary fittings, such as: cast iron valves, pressure gauges and a fuel single filter/water separator. The main valves are situated in the engine room unit.

Grease lubricating piping

Grease lubricating piping is provided from grease nipples mounted at accessible positions to greased rotating points. Seals are fitted to reduce the spoil.

Lubricating oil piping

The diesel engines, the gearboxes as well as the clutch coupling box are provided with a lubricating oil system with cooling, filtration and mechanically/electrically driven pumps. The systems are provided with the necessary fittings.

Hydraulic piping

The hydraulic piping is made of seamless steel and provided with the necessary fittings, such as valves, non-return valves etc.

Exhaust gas piping

The steel exhaust gas pipes are inside the engine room insulated by means of fibre mats, fixed by iron wire.

SECTION N - CONSERVATION

N1. PAINT SYSTEM

The hull is built of steel plates that are shot-blasted according to SA 2.5 and coated with welding primer.

The paint system that is applied to the dredger consists of a two component epoxy paint layer and a polyurethane lacquer finish, applied as indicated below.

The paint schedule and total dry film thicknesses are indicated in following table:

Description	Finish	Colour	Thickness
Outside of pontoons:			
- Bottom, Shell under waterline		red brown	300 µm
- Shell above waterline	with lacquer finish	Black	270 µm
- Exposed decks	with lacquer finish, non-skid	Green	240 µm
Inside of pontoons:			
- Ballast tanks		black	250 µm
- Dry tanks		grey	100 µm
- Fresh water tank		grey	300 µm
- Store room		grey	100 µm
Inside of engine room:			
- below the floor, underside floor plates		red brown	150 µm
- above the floor to deck, pipelines	with lacquer finish	off-white	140 µm
Exterior of Engine room	with lacquer finish	off-white	240 µm

Operating cabin	with lacquer finish	off-white	250 µm
Stairs, Platforms and Railings	with lacquer finish	grey	200 µm
Bollards	with lacquer finish	Black	200 µm
Cutter ladder		Black	150 µm
Gantry	with lacquer finish	Yellow	240 µm
Discharge pipe	with lacquer finish	grey	240 µm
Winches	with lacquer finish	Black	240 µm
Deck crane	with lacquer finish	Yellow	200 µm

Hydraulic oil tanks and fuel oil tanks are treated one-time with hydraulic oil.

Spuds are treated with linseed oil. Oil and water pipelines are coded with coloured tape.

N2. CATHODIC PROTECTION

Cathodic protection is mounted on the hull, the cutter ladder and near the raw water inlet box and box coolers.

SECTION O

O1. ANCHOR BOOM INSTALLATION

To enable shifting of the anchors by the CSD's own means, an anchor boom installation is to be fitted.

The installation comprises:

- two anchor booms of sufficient length fitted on the front corners of the front side pontoons and suspended from a gantry of welded steel build.
- two anchor hoisting winches (one on P.S. and one on S.B.) are mounted at the front of the side pontoons
- operation interface in the control cabin

The winches are each driven by a hydraulic motor. The oil for these motors is supplied by the section of a hydraulic triple pump with fixed delivery. The hauling speed can be regulated. The speed regulation is effected continuously variable by returning a bigger or smaller volume of oil to the hydraulic tank, by means of a control valve positioned in the engine room. This control valve is operated from the operating desk. Each anchor hoisting wire runs from the drum, through a tumbling sheave fitted on deck and a swivel block fitted

at the top of the anchor boom, to the anchor. The position of the tumbling sheaves and the rotating points of the anchor boom is such, that the anchor boom automatically swings forward when the anchor has been lifted and swings backward again when the anchor has been dropped on the bottom, thus releasing the load on the anchor boom.

Technical details

- anchor boom winch pull on 1st layer: 120 kN
- hauling speed on 1st layer: approx. 30 m/min

02. PRODUCTION MEASURING EQUIPMENT

The dredger must be equipped with a production measuring installation, comprising:

- Integrated electro-magnetic velocity, fitted in the discharge pipeline and provided with a fixed liner consisting of ceramic (Al_2O_3) tiles
- Calculation / indication will be integrated in a user interface together with swing angle measurement, see item H2. The amount of solids transported is indicated in tons and in cubic meters per second and in the number of tons and cubic meters totally transported. Cross needle view showing velocity, density and output in tons is available within the user interface.

03. SWIVEL BEND

A swivel bend must be mounted to the aft end of the discharge pipeline for connection to a floating pipeline. The swivel bend consists of two plate steel bends and a stuffing box. The swivel bend is mounted on a plate steel frame which is bolted to the dredger. It can swivel approx. 140 degrees and is provided with steel rollers running on the outside of the swivelling part of the stuffing box in order to relieve the sealing of external loads.

04. SPUD PROTECTION DEVICE

To prevent damage to the working spud due to forces exceeding its design limits, a mechanism is to be included in the integrated spud carriage that enables a damping effect of the excessive forces. The operator should be informed of these forces to enable him to continue dredging up to a predetermined load on the spud. This will enable operating in adverse working conditions and remove the operator judgement. In this way the dredging window may be increased without risk to machinery and crew.

05. SPUD TILTING INSTALLATION

The dredger is to be provided with a spud tilting installation.

The spud tilting installation consists of:

- spud tilting seats;
- locking seats;
- electric winch, approx. 55 kN, complete with foundation and wire;
- sheaves and tilting pins.

SECTION P

P1. WORKBOAT

A work boat, adequately matched, with lifting equipment for handling of anchors, pipes, stores, crew and for towing and positioning of cutter shall be supplied with the CSD including the following approx. details. Note: Final details and specifications to be agreed and accepted by the *Purchaser* prior to manufacture. A general arrangement drawing of the proposed design or existing design shall be submitted along with the return of the tender documents.

WORK BOAT DETAILS		
Dimensions (Approx.)	Length overall approx.	12m - 14m
	Beam overall approx.	5m - 6m
	Max Draft approx.	1.30m – 1.50m
Classification	Bureau Veritas	Special service/work boat coastal area
Performance	Bollard pull	Min 3 - 5 tons or capable of towing the CSD
	Speed	Approx. 6 - 7 kn
Tanks	Fuel	Approx 8m ³
Engines (all)	Make	CAT or equivalent
Deck Crane	SWL	Approx. 2 - 4 ton @ 3 m
Auxiliary system	HVAC	Air conditioning/heating system
Wheelhouse		Sun awning above wheelhouse to be provided
Functions		CSD dredger service, towing, anchor handling and pushing, Multipurpose workboat.
Application Packages	Progress Soundings	Equipment and Software for progress soundings to be conducted and reports generated.
Deck Equipment		Push bows with fender, towing bitt, tyre fenders throughout Port and Starboard side. Wooden working deck area.
Accommodation and day space		Capable of accommodating 2 – 3 persons. Ablutions/toilet, mess and galley where practical.
Spares for Work Boat	Complete set	Critical spares for Work Boat as per equipment manuals

		and manufacturer recommendations
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General:

Tests and trials will be carried out according to a program made by the *Supplier* and agreed to by the *Purchaser*, based on this *Goods Information* and in accordance with the requirements of the Authorities as mentioned in item Classification as described above. They will be affected in the presence of the *Purchaser* and shall be at expense and risk of the *Supplier*.

The *Supplier* shall give the *Purchaser* sufficient notice of the date of the trials to enable the *Purchaser's* representatives to attend, witness and provide acceptance of trial results. Minimum notice of 3 months will be required.

Test protocols will be supplied containing readings of temperatures, currents, voltages, pressures etc, necessary to show the good working and adjusting of the Workboat.

Factory trials

Diesel engines, auxiliary pumps, generator, hydraulic pumps and deck crane are tested by the manufacturer prior to delivery to the *Supplier*. Copies of the testing and trial results shall be sent to the *Purchaser*. The *Supplier* shall give the *Purchaser* sufficient notice of the date of the trials to enable the *Purchaser's* representatives to attend, witness and provide acceptance of trial results if required. Minimum notice of 3 months will be required.

Installation trials

Diesel engines, hydraulic pumps, electrical installation and all auxiliary equipment, incl. deck crane and deck machinery, will be tested alongside the quay of the *Supplier* designated area. The *Supplier* shall give the *Purchaser* sufficient notice of the date of the trials to enable the *Purchaser's* representatives to attend, witness and provide acceptance of trial results if required. Minimum notice of 3 months will be required.

Where the Workboat is already built and readily available on stock, the above test will be repeated at the location of the Workboat. The *Supplier* shall give the *Purchaser* sufficient notice of the date of the trials to enable the *Purchaser's* representatives to attend, witness and provide acceptance of trial results if required. Minimum notice of 3 months will be required.

The sole purpose of the trials will be to show the correct functioning of the machinery. All instruments and operating apparatus are as far as possible tested and adjusted.

Workboat Support Trials

The CSD shall be subjected to complete dredging trials in South Africa and shall be at the expense and risk of the *Supplier*. The same will apply to the Workboat. During this same period, the Workboat shall be deployed to support the dredging trials and will last for a duration of 168 hours measured from the hour that the Workboat starts dredging support operations.

The duration of the mentioned trials is in accordance with the *Supplier's* standard practice and shall be accepted by the *Purchaser* prior to implementation, except the Workboat support trials.

The Workboat and its equipment are to meet all South African Maritime Safety Authority (SAMSA) Durban requirements and is to comply with the International Convention for Safety of Life at Sea, where applicable.

It will be the responsibility of the successful *Supplier* to advise SAMSA of the intention to build the vessel if this is applicable or to liaise with SAMSA in the case that the Workboat is readily available (on stock). *Suppliers* should ascertain and incorporate SAMSA requirements before tendering to ensure a fully compliant vessel.

All costs in connection with certificates, registration (including registration *to Purchaser*), surveys/approvals by SAMSA and the Classification Society, are to be borne by the *Supplier*. Three hard copies of test certificates for machinery, anchors, cables, deck machinery, etc., are to be supplied, along with one electronic copy.

A maintenance plan for each system and all individual equipment on the vessel is to be formulated and handed over upon delivery of the vessel. The draft maintenance plan is to be shared with the *Purchaser* to ensure all required standards are adhered to. Any changes required by the *Purchaser* are then to be incorporated before handover and acceptance of the final document. Three (3) electronic copies are to be provided.

The completed and successfully commissioned Workboat is to be delivered to Port of Durban A-berth, South Africa at the *Suppliers'* risk. All related costs shall be for the *Suppliers* account.

Notwithstanding any errors, omissions or inconsistencies in the *Goods Information* or drawings, it will be the *Suppliers* responsibility to deliver the dredger complete in every respect, to the *Purchaser's* satisfaction, meeting all requirements of SAMSA Durban and the Classification Society.

The cost of any work, material or equipment not covered by the *Goods Information* or drawings, but considered necessary (by the Classification Society and/or SAMSA Durban) for the satisfactory completion of the Workboat, is to be borne by the *Supplier* and included in their tender prices.

SECTION Q

Q1. Pipelines for CSD

In addition, the *Supplier* is to include in their tender price discharge pipeline and accessories as per the below table. The *Supplier* shall deliver the pipelines and accessories and offload them at the *Purchaser* warehouse.

Pipeline Item	Pipeline Designation	Quantity
1	Bow Float	1
2	Sink Hose	Quantity required to cover a distance of 700m
3	Follow/Taper Hose	1
4	Floating discharge Hose	Quantity required to cover a distance of 1000m
5	Riser Hose	2
6	Pressure Hose	8
7	CSD Quick Connector/Coupler	2
8	Steel Pipe	Quantity required to cover a distance of 300m
9	Floating pipe	4
10	Floating Rings	60
11	Floating pontoons for Steel Pipe	70

SECTION R – ADDITIONAL CLAUSES

R1.

R1.1 Waste - The Supplier must remove all waste material created or brought by him in the process of completing the work and disposal to be done in accordance with approved SHE file.

R1.2 Defect Period -

A. All goods supplied and services rendered as well as the installation shall be subjected to a 24-month Defect Period after the Delivery has been achieved and signed off by the *Supply Manager*.

B. The *Supplier's* attention is however drawn to the fact that this vessel could at any time during the Defect Period be working at any of the South African Ports. The *Supplier* will therefore be responsible for rectifying any defects discovered within the duration of this Defect Period at the Port at which the vessel is working at the time of discovery of the defect.

C. A maximum turnaround time of 3 days to repair any Defects.

R1.3 Warranties - A minimum of 24-month defect period must be included for the CSD and Workboat.

R1.4 Delivery - Delivery shall be defined as:

- Successful receipt and acceptance of the Cutter Suction Dredger and its associated drawings, manuals and maintenance plan accepted by the Purchaser
- Successful receipt and acceptance of the Work Boat and its associated drawings, manuals and maintenance plan accepted by the Purchaser
- Supply of spares accepted by the Purchaser
- Supply of Pipelines and accessories and its associated drawings, manuals and maintenance plan accepted by the Purchaser
- Training of Purchaser's personnel accepted by the Purchaser
- Completion of cold and hot commissioning of the Cutter Suction Dredger and Work Boat accepted by the Purchaser.

R1.5 Response time - Technicians to respond within 24-36 hours for onsite malfunctions within the defects period.

R1.6 Technicians - A minimum number of 4 technicians available to support breakdowns after delivery.

R1.7 Where the required material thickness is nonstandard, the next standard SA size to be used.

R1.8 Responsibility

A. Notwithstanding any formal approval of drawings submitted to the Purchaser, the sole responsibility for the adequacy of the design, as well as accuracy of workmanship and quality of all materials, shall rest entirely with the Supplier who will be required to rectify any defects (at his/her own costs).

R1.9. Quality Assurance

A. The Supplier shall not change any design or specification feature, which has any of the following impacts without formal approval of the Supply Manager.

- (a) Financial
- (b) Interface
- (c) Safety, Environment and Compliance
- (d) Departure from customer requirements.

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

R1.10 Copyright

A. The Supplier hereby grants to *Purchaser* a non-exclusive licence:

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

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

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

D. No separate or extra payment shall be due by *Purchaser* in respect of any non-exclusive licence granted in terms of this clause.

R1. 11 Commercial Specification

A. Activity Programme - The Supplier shall submit, as part of the bid, a proposed activity programme, in the form of a Gantt chart (Programme), which will reflect the expected resources and time required to achieve the outcomes as specified ensuring compliance to the overall Delivery Date of the contract. The anticipated monthly cash flow (Activity/Sub activity being complete aligned to Employers Activity Schedule) for the contract period shall be provided which should justify the bid price aligned to the Supplier Gantt Chart. The Supplier ensure Gantt Chart submitted aligns to clause 31 of the conditions of contract.

The appointed Supplier shall attend management meetings at the Purchaser/ Supply Manager request (It is envisaged that, from the start date of the contract fortnightly virtual progress meetings (based on progress this may be reduced by the Supply Manager) will take place until Delivery has been achieved). The Supplier will also attend a kick-off meeting a close out meeting (in person or virtual). The Supplier shall present all relevant information such as progress on milestones at the virtual progress meetings. The Suppliers progress report will contain the following:

- Project plan high level with start and end dates aligned to Contract
- Project plan per milestone in line with start and end date (aligned to activity schedule)
- Deliverables achieved as per plan (aligned to activity schedule)
- If deviations, then revised plan to achieve the Delivery Date within timelines.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting.

- Invoices And Payment Certificates Invoices for contract payments are to be submitted for attention to the Supply Manager.

R1.12 Security and Retention Money N/A

R1.13 Penalty - In the event of the Supplier failing to complete the Works by the date stated in the Contract, or by such extended date as may be allowed, he/she shall pay to *Purchaser* for every day beyond such date, as a penalty, a sum of R200 000.00 until Delivery. Any amount becoming payable to *Purchaser* under this clause may be recovered in any of the ways described in the contract.

R1.14 Where the contract is concluded between *Purchaser* and an overseas vendor for the supply of goods to Purchase which are imported into the country by an agent of the vendor, unless otherwise stated in the Schedule, be held to include:

- Making,
- Conveying and delivering,
- Unloading,
- Storing,
- Unpacking,
- Hoisting,
- Setting,
- Fitting and fixing in position,
- Scaffolding and temporary lighting,
- Cutting and waste,
- Patterns,
- Models and templates,

- Plant,
- Temporary Works which shall be signed off by the Naval Architect or legal competent person
- Return of packings,
- Establishment charges,
- Profit and
- All other obligations arising out of the Conditions of Contract.
- Rigging and Mobile Crane
- NDT
- Quality, SHEQ and Compliance
- Travel, accommodation and allowances

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

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

R1.16 Change Management - Changes in the scope and extent of the work shall be allowed to meet Purchaser's requirements and shall be measured and costed at the rates entered in the Schedule, where appropriate, and shall form an addition to or deduction from the total of the Schedule. Any items or variation for which rates have not been included in the Schedule shall be agreed and priced as non-scheduled items in accordance with the provisions of the contract.

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

R1.17 Procedure for Submission & Acceptance of Supplier's Design - The Supplier's documentation shall be issued to the Supply Manager under cover of the Supplier's Transmittal Note indicating all Contract references (i.e. Project No, Contract No, etc.) as well as the Supplier's Project Document Number, Revision Number, Title and chronological listing of transmitted documentation. Formats of Supplier data submitted is dependent on the project procedure and shall be specified by the Supply Manager, upon the notified request of the Supplier.

The *Supplier* shall submit electronic media copies (USB, Drop-box) to the Supply Manager either at the address stated within the Contract Data or at the Project site office.

All electronic documentation shall be submitted by the Supplier in Adobe Acrobat (.PDF) and native file format. The Supplier shall ensure that all electronic documentation submitted are print compatible i.e. margins aligned, legibility and of the highest quality for future utilisation should the documentation necessitate printing.

Documentation Submission shall be of the highest quality to allow immediate and accurate use by the Supply Manager i.e. without any need for interpretation due to possible illegibility, unclarity or poor quality. This is not limited to Unique Document Description Identifiers for traceability, Incorrect Documentation Revisions or Editions, Incomplete Documentation i.e. missing information, authorised signatories, accompanying completed annexures where applicable. This documentation or drawing submissions will be returned to the Supplier for correction prior to being deemed officially submitted to the Supply Manager.

Acceptance of documentation by the Supply Manager will in no way relieve the Supplier of his responsibility for the correctness of information, or conformance with his obligation to provide the Goods and Services. This obligation rests solely with the Supplier.

Review Codes for Supplier Documentation

- Code C1 - Accepted

The Supplier's design/submission of documentation is accepted and the Supplier only needs re-submit documentation only if major changes have been made.

- Code C2 – Accepted with Comments. Revise and Resubmit

In the event that the Supply Manager returns documentation with comments noted, the Supplier shall, within the 'period of reply' as defined in the Contract Data, make the required changes and submit the revised documentation for further review on the next revision.

- Code C3 – Not Accepted. Revise and Resubmit for Review

In the event that the Supply Manager returns documentation with "Not Accepted, Revise and Resubmit" the Supplier, within the 'period of reply', make the required changes and resubmit the revised documentation on a new revision for further review. Should these revisions necessitate changes in other related documentation, the Supplier shall make the appropriate changes and re-submit all the revised related documentation for further review. The Supplier shall not proceed with any activities controlled by the Supplier's documentation until it has been re-submitted and acceptance indicated or unless prior permission is obtained from the Supply Manager. The Supplier revises and re-submits documentation but on the next revision until a review code 'C1' is achieved. This review process shall not entitle the Supplier to submit any claims due to time loss.

- Code C4 – Review Not Required Documentation signed at “Code C4” level is considered to be for information only by the Supply Manager.

After review, a scan of the reviewed/marked-up drawing/document, with the Supply Manager’s consolidated comments and document status marked on the Supplier Review Label, shall be returned to the Supplier for revision, re-submittal as instructed or inclusion in the Data Packs where applicable.

The Supplier shall allow the Supply Manager 2 weeks (unless otherwise stated and agreed) to review and respond to the Supplier’s submission of their documentation, i.e. from time of receipt by the project to the time of despatch. However, work shall proceed without delay in the event of late return of the documentation by the Supply Manager with prior notification in writing by the Supplier. No work shall be carried out by the Supplier without prior notification in writing to the Supply Manager being done.

On receipt of the reviewed documentation the Supplier shall make any modifications requested/marked-up and resubmit the revised documentation to the Supply Manager within 2 weeks. Queries regarding comments/changes should be addressed with the Supply Manager prior to re-submittal.

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

As-built Drawings, Operating Manuals and Data Packs

The Supplier provides the following:

Red Line/Final Documentation:

- All Red Line information to be signed off by the Supplier’s responsible Professional/Technologist before issuing to the Supply Manager.

Installation, Maintenance, Training and Operating Manuals and Data Books:

- The Supplier provides installation, maintenance, training and operating manuals in an A4 hard covered, red, grease and waterproof binder, using 2 ring type binders. The manuals are well indexed and user friendly and include a summarized Table of Contents.
- Drawings and charts larger than A4 are folded and those greater than A3 are enclosed in an A4 plastic pocket of adequate strength. All drawings must be A0 compatible soft or hard copy.
- The Supplier submits the draft Table of Contents to the Supply Manager for acceptance prior to the compilation and official submittal of the manuals.

- The originals of all brochures shall be issued to the Supply Manager. When a general brochure is applicable to a range of equipment, then the specific item, catalogue number or model number shall be stated, which is best achieved by introducing a separate index page, which cross-references the specific item to a tag number.
- The address, phone numbers, fax numbers and reference numbers of all Sub-Suppliers is provided
- Where manuals include drawings that still need to be revised to "As-Built" status, and such manuals are required prior to 'As-Built' status, the manual will not be considered to be in its final form until the "As-Built" version of each such drawing has been incorporated.
- The required number of copies of the manual (s) shall be as specified by the Supply Manager and submitted per type or model number of equipment included in the contract, or as specified by the Supply Manager.
- All electronic copies (pdf) of Data Packs to be properly indexed.
- A typical example of what the binder/file (s) shall be marked with on the spine and the front cover is as follows: -

- o Project No./Name
- o Manual Title, e.g. Installation, Maintenance and Operating Manual
- o FBS No. and Title
- o Manual Numbering (e.g. Volume 1 of 2, etc.)
- o Contract Number
- o Supplier Name

- The required number of copies of all As-Built/Final/Data Packs shall be:
 - o 3 x hard copies (Full size)
 - 3 x CD Roms with Adobe Acrobat (.pdf) and "Native" formats



“HOW TO” GUIDE FOR BIDDERS

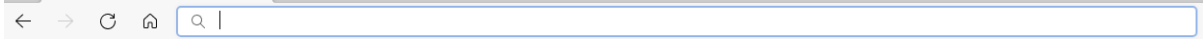
REGISTER ON ETENDER PORTAL

ACCESS TENDERS


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

Go to Google Chrome 

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



https://transnetetender.b2clogin.com/transnetetender.onmicrosoft.com/b2c_1_signupsignin/oauth2/v2.0/authorize?client



Sign in with your email address


[Forgot your password?](#)

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

If not already registered, click on Sign up now.

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

< Cancel



Email Address

Send verification code

New Password

Confirm New Password

Given Name

Organization Name

Surname

Central Supplier Database Number

Company Registration Number

Country/Region

Country/Region

Secondary Email Address

State/Province

Street Address

Postal Code


Display Name

Create

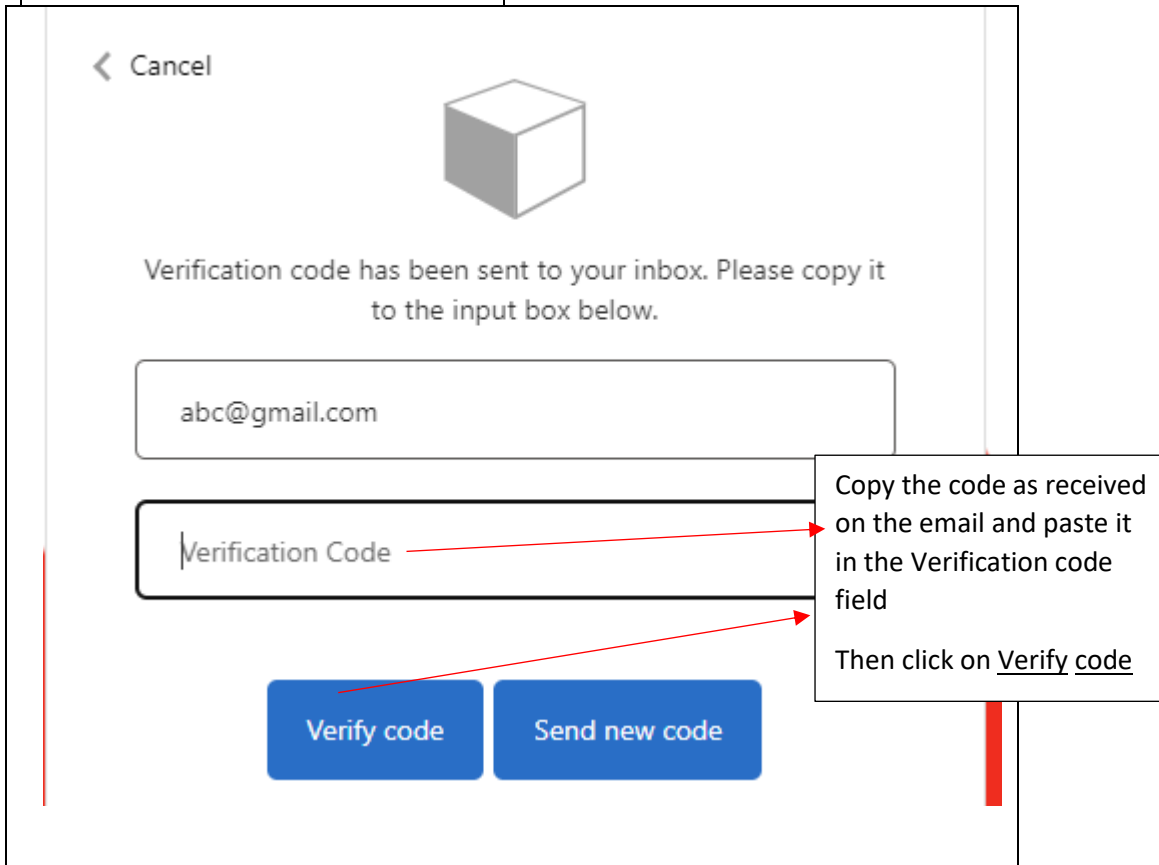
Complete all fields, before selecting “Send verification code” and confirm that all information is correct.

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

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



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



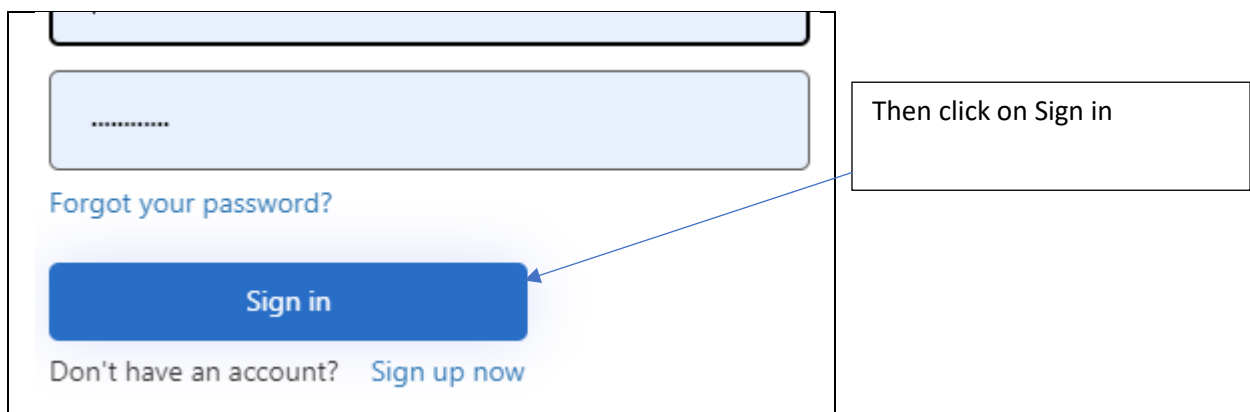
Verification code has been sent to your inbox. Please copy it to the input box below.

abc@gmail.com

Verification Code

Verify code Send new code

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



.....

Forgot your password?

Sign in

Don't have an account? Sign up now

Then click on Sign in

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

TRANSNET



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

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ - Message (HTML)

File Message Help Tell me what you want to do

Delete Archive Reply Reply All Forward Share to Teams ATM signed To Manager Team Email Move Tags Editing Read Aloud Translate Zoom Send to OneNote Viva Insights

Tender Invitation For Tender Ref # TE/2022/04/0697/RFQ

SRV-TCC-Etender
To noreply@transnet.net

This message was sent with Low importance.

Dear Suppliers,
You have been invited to bid and respond to the following tender:

Name Of Tender : TE22-SRX-1FG-02068
Description : STOP; TOP BUNK, OD 19.5 X HT 6.5 MM
Tender Number : TE/2022/04/0697/RFQ

Access to this tender will be granted by using this email when you sign up/sign in. To access the tender information

Kind Regards,
Transnet eTenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

When signed in, select "ADVERTISED TENDERS".

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

Show entries Search:

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

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

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

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

ADVERTISED TENDERS

Open Tenders Other Tenders

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

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

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

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

The screenshot shows the 'TENDER DETAILS' page. The top navigation bar includes 'HOME', 'ADVERTISED TENDERS', 'MY SUBMITTED INTENTS', 'MY BID DOCUMENT SUBMISSIONS', 'CONTACT', 'WELCOME TESTING', and 'SIGN OUT'. The main content area is titled 'TENDER DETAILS' and contains a 'Tender Details' tab. The details are organized into two columns. The left column lists: Tender Reference Number (TE/2022/04/0697/RFQ), Name Of Tender (TE22-SRX-1FG-02068), Description (STOP; TOP BUNK, OD 19.5 X HT 6.5 MM), Tender Type (RFQ), Contact Person (Charl du Preez Transnet Engineering SLR), Contact Person Email Address (Charl.duPreez@transnet.net), Date Published (4/7/2022 3:51:47 PM), Closing Date (4/13/2022 10:00:00 AM), Briefing Date And Time, Briefing Details, and Location Of Service (Coaches, Salt River). The right column includes: Briefing Session, Closing Date (4/13/2022 10:00:00 AM), Attachments (2.14 Standard Terms and Conditions of Contract f, 2.18 Supplier Integrity Pact_April 2020_v1.pdf, 2.19 Non Disclosure Agreement_April 2020_v1.pdf, 2.9 Request for Quotations TE22-SRX-1FG-02068), and Log An Intent To Bid (toggle switch in the 'off' position).

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

This screenshot shows the same 'TENDER DETAILS' page as above, but with the 'Log An Intent To Bid' toggle switch turned 'on'. Below the toggle, two buttons are visible: 'Submit Intent' (in blue) and 'Cancel' (in red). The rest of the page content, including the tender details and attachments, remains the same.

Tender Details

Tender Reference Number

Name Of Tender

Description

Tender Type RFQ

Contact Person Charl du Preez Transnet Engineering
SLR

Contact Person Email Address Charl.duPreez@transnet.net

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

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

Briefing Date And Time

Briefing Details

Location Of Service

Name Of Institution

Tender Category

Tender Status

Intent to Bid

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

[Close](#)

Briefing Session

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

Attachments

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

Log An Intent To Bid

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

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

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

MY SUBMISSION INTENTS

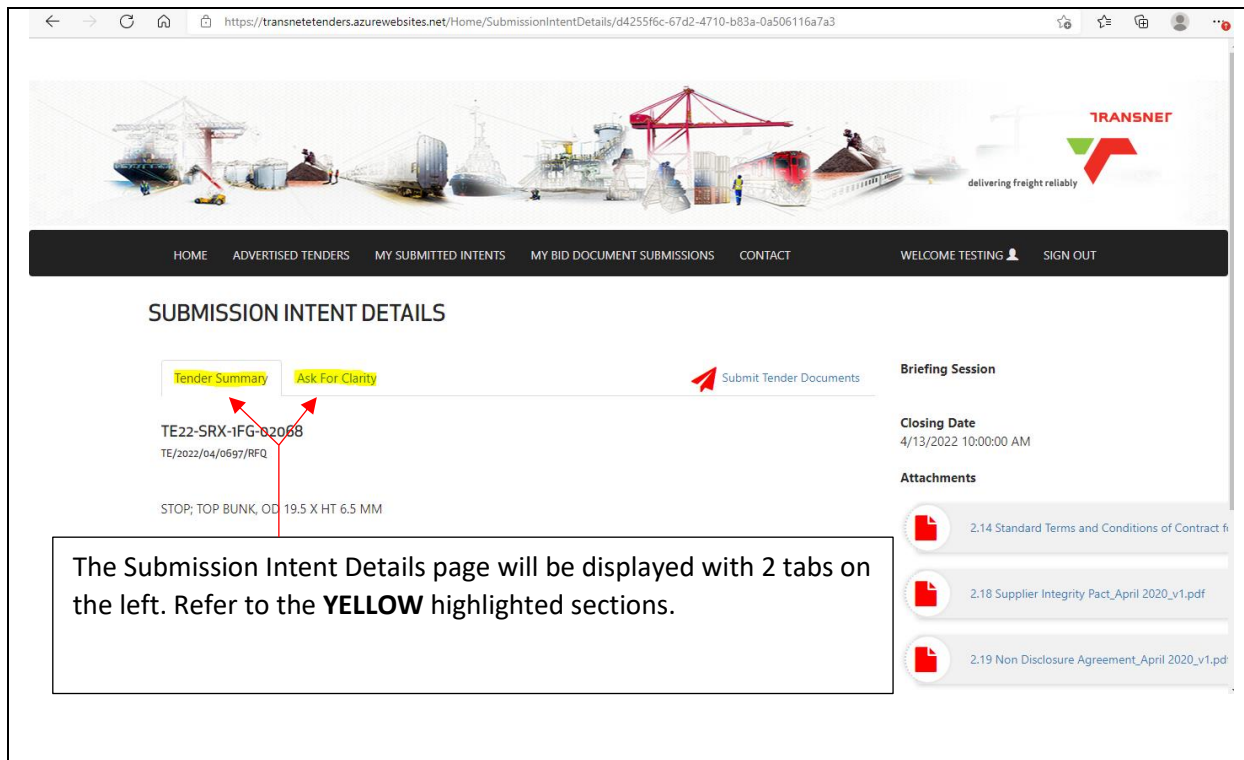
Show entries

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

Showing 1 to 1 of 1 entries

Previous 1 Next

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

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

STOP, TOP BUNK, OD 19.5 X HT 6.5 MM

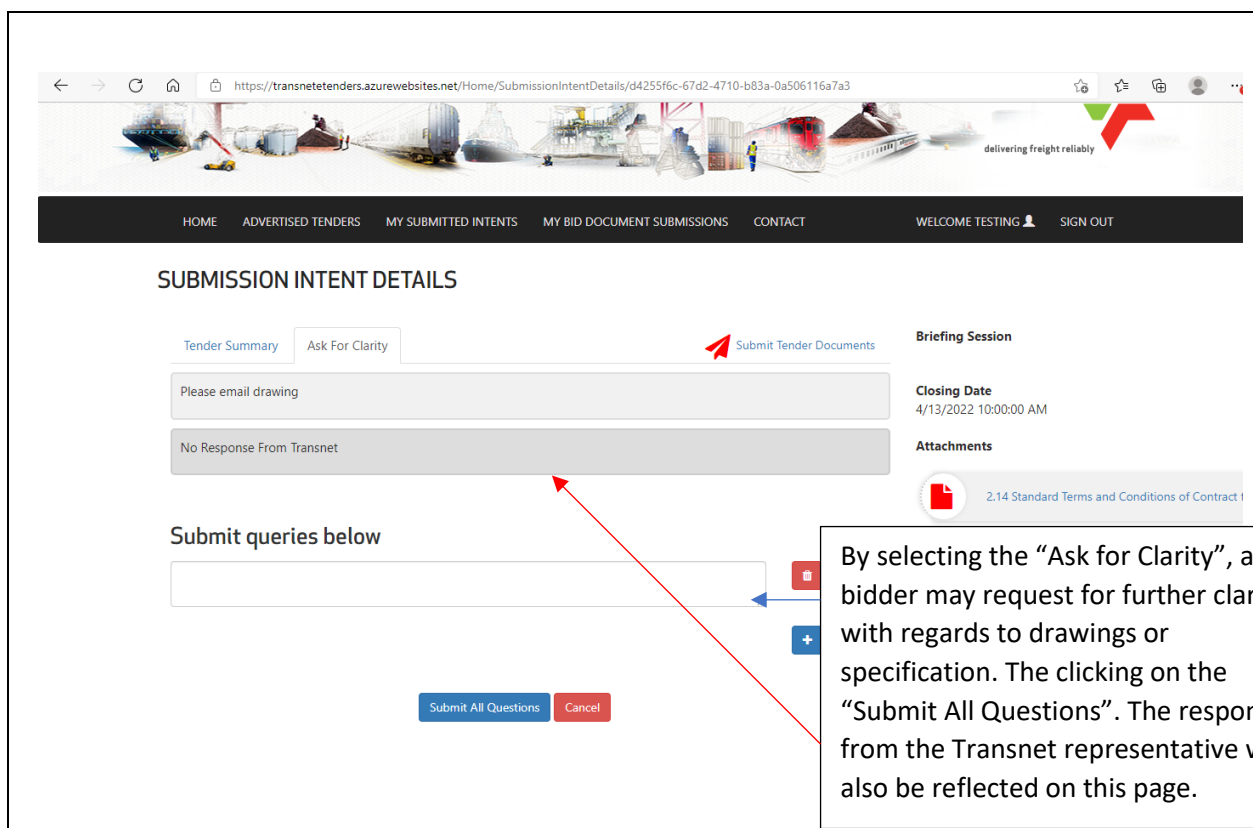
Briefing Session

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

Attachments

- 2.14 Standard Terms and Conditions of Contract f
- 2.18 Supplier Integrity Pact_April 2020_v1.pdf
- 2.19 Non Disclosure Agreement_April 2020_v1.pdf

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



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

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

SUBMISSION INTENT DETAILS

Tender Summary Ask For Clarity Submit Tender Documents

Please email drawing

No Response From Transnet

Briefing Session

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

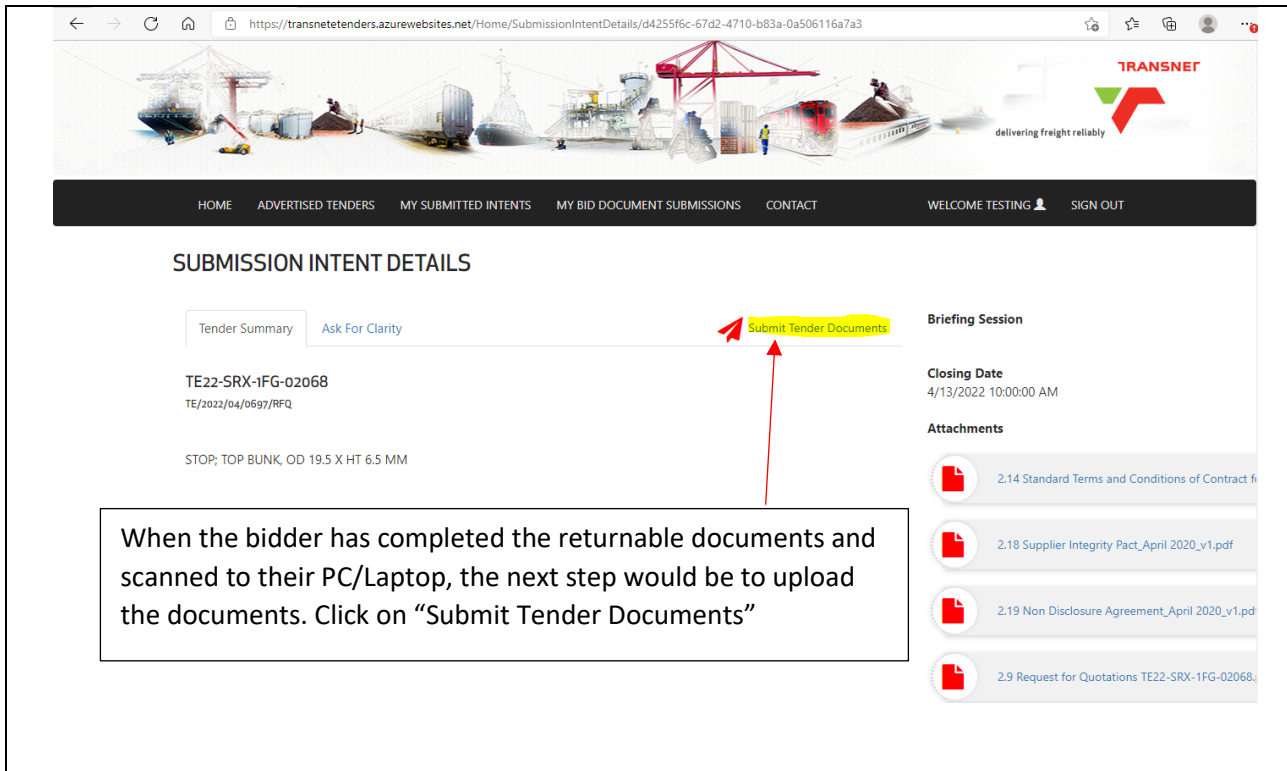
Attachments

- 2.14 Standard Terms and Conditions of Contract f

Submit queries below

Submit All Questions Cancel

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



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

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

SUBMISSION INTENT DETAILS

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

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

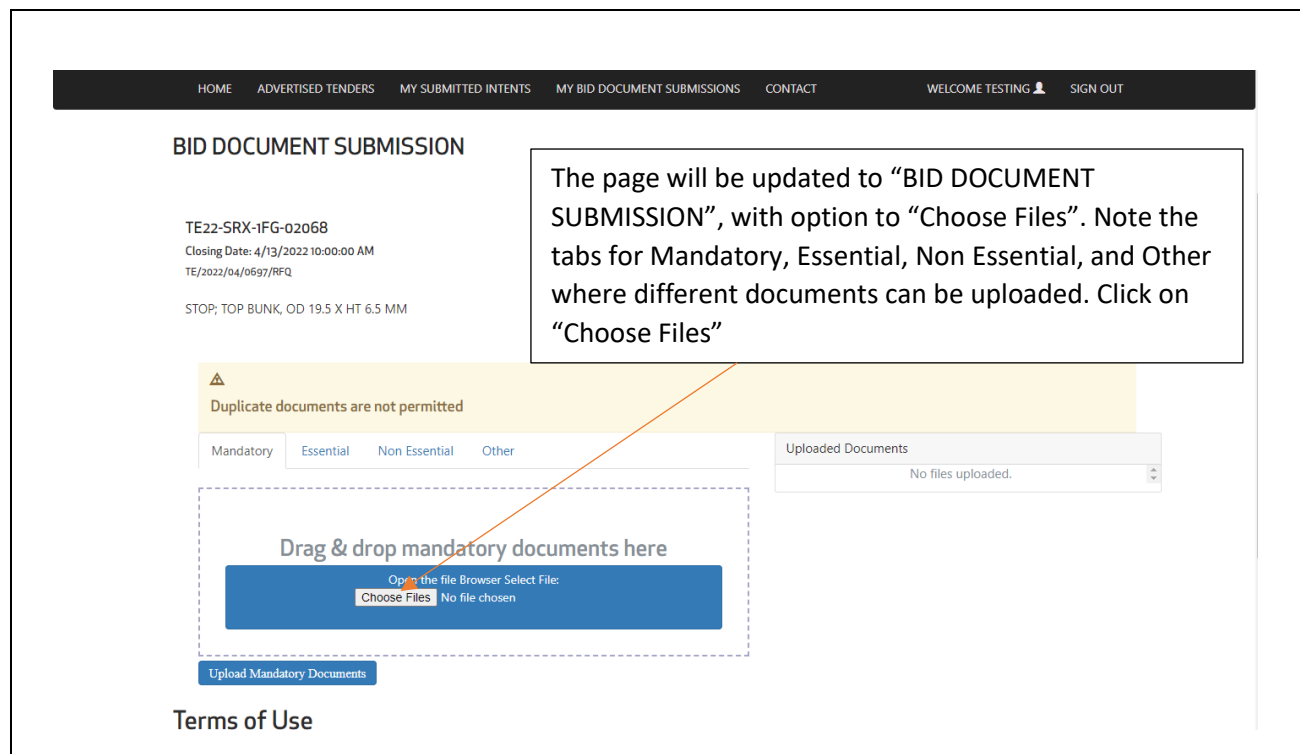
Briefing Session

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

Attachments

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

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



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

BID DOCUMENT SUBMISSION

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

STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Choose Files

Uploaded Documents
No files uploaded.

Drag & drop mandatory documents here

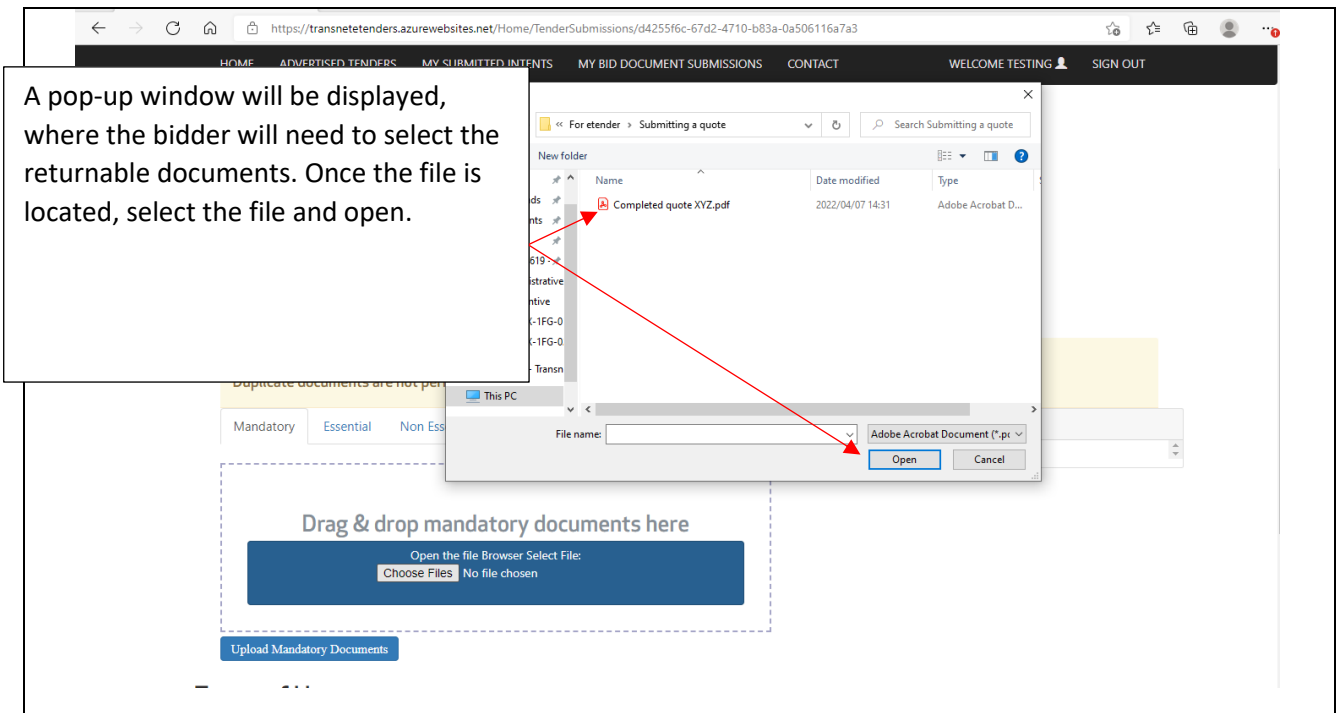
Open the file Browser Select File:
Choose Files No file chosen

Upload Mandatory Documents

Terms of Use

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

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



BID DOCUMENT SUBMISSION

TE22-SRX-1FG-02068
 Closing Date: 4/13/2022 10:00:00 AM
 TE/2022/04/0697/RFQ
 STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

Duplicate documents are not permitted

Mandatory Essential Non Essential Other

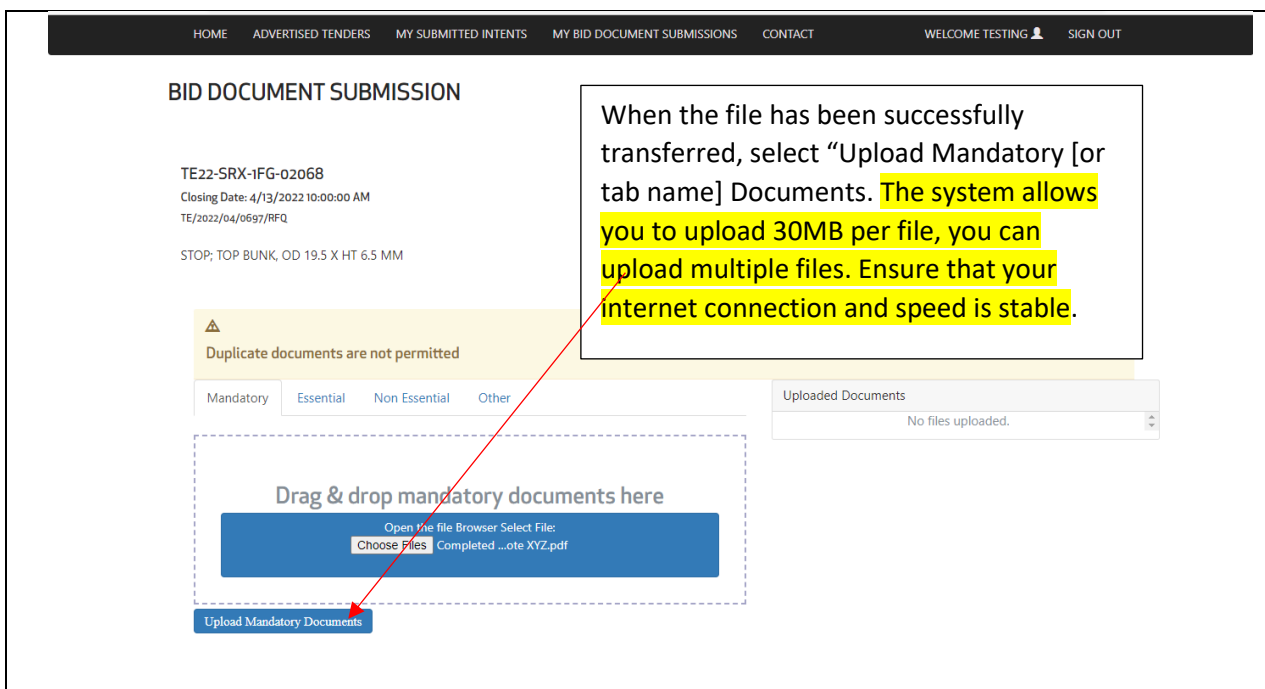
Drag & drop mandatory documents here

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

Upload Mandatory Documents

Uploaded Documents
 No files uploaded.

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



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

TE/2022/04/0697/RFQ
STOP; TOP BUNK, OD 19.5 X HT 6.5 MM

⚠ Duplicate documents are not permitted

Mandatory Essential Non Essential Other

Drag & drop mandatory documents here

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

Upload Mandatory Documents

Terms of Use

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


← Back

Uploaded Documents

Completed quote XYZ.pdf - Document Type: Mandatory Documents

Delete

→ Submit Bid



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

MY BID DOCUMENT SUBMISSIONS

Show 10 entries Search:

Tender Reference Number	Name	Date Submitted	Company Name	View Details
TE/2022/04/0697/RFQ	TE22-SRX-1FG-02068	4/8/2022 8:59:06 AM	Transnet Engineering	View Details

Showing 1 to 1 of 1 entries

Previous 1 Next

The screen will progress to "MY BID DOCUMENT SUBMISSION", where the "View Details" can be selected to confirm that all required information is submitted correctly.

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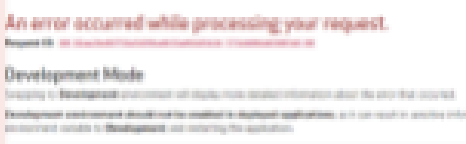
Transnet E-Tender Systems FAQs and Frequently Encountered User Issues

09 June 2023

Document Versions Released and Updates

Version	Date	Description of update
1.	15/05/2023	Initial list of frequently encountered issues
2	09/06/2023	Updated CGI with slow network issue, and development mode error due to bidders incomplete submission of documents

Issues and Resolutions

	Issue	Resolution
1.	Dashboard/Register and Submitted files, the difference between them	<p>The difference between the dashboard/register and number of documents/folders in the system, and the reasons:</p> <ol style="list-style-type: none"> 1. Bidders submitted bids without attaching/uploading any documents, <ol style="list-style-type: none"> a. This issue has been fixed by ICT in an update, so it no longer allows a submission without attaching/uploading 2. Bidders upload document and then delete it, therefore no documents/folders are available <ol style="list-style-type: none"> a. This issue has a log/trail of bidder actions which can show time of upload and time of deletion
2.	Development Mode error 	<ol style="list-style-type: none"> 1. Network connectivity, so please ask them to refresh the page with a better network connection if possible. 2. User has been registered, and can reload, and sign in. 3. Initial registration may have been missing some compliance documents, from user.

Issues and Resolutions

	Issue	Resolution
3.	Failing to register	<p>Please find link to guide below and follow steps accordingly you should have an account registered.</p> <p>https://www.transnet.net/TenderBulletins/Documents/E-Tender%20Vendor%20Portal.pdf</p>
4.	Pending Approval Tender	<ol style="list-style-type: none"> 1. A. Manager has not approved. <ol style="list-style-type: none"> a. Manager should receive message in outlook and teams to approve. 2. Details have been entered in incorrectly into the system: <ol style="list-style-type: none"> a. Missing details to be filled in (closing date, type of tender, corridor, contact person ,approver etc.) b. Selected suppliers email incorrectly written (spelling mistake) c. Selected suppliers emails not separated by semi colons ' ; '

Issues and Resolutions

	Issue	Resolution
5.	Access denied	The tender link may have been forwarded to those who were not authorised to access the document.
6.	Email used to register different than the one used for invitation	The tender link may have been forwarded to those who were not authorised to access the document. Or the invitation was sent to a particular email address and the registration is being attempted with another email address.
7.	CGI Error	<p>The CGI error could be caused due to a connection time out from the bidder side, and the browser keeping some items in a cache, on the browser.</p> <p>The potential steps to address it could be:</p> <ol style="list-style-type: none"> 1. Open a new window in a new browser. 2. Open a new window in an "incognito" mode (Chrome) 3. Open a new window in "InPrivate" mode (Edge) 4. Attempt to clear recent period history cache (Caution) 5. User's Slow network connectivity, close many tabs, sites 6. User's slow computer, or running many processes- close processes 7. User's browser settings, User needing to refresh page, clear cookies, clear cache, clear history. 8. Conduct internet speed test.

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THANK YOU

