



Transnet National Port Authority

an Operating Division of **TRANSNET SOC LTD**

[hereinafter referred to as **Transnet**]

[Registration No. 1990/000900/30]

REQUEST FOR PROPOSAL [RFP] [SERVICES]

FOR THE PROVISION OF SERVICES FOR DREDGE EQUIPMENT REPAIRS ON VARIOUS DREDGERS, INCLUDING BUT NOT LIMITED TO ITALENI, IMPISI, ISANDLWANA, ILEMBE AND IMPISI REPLACEMENT FOR A PERIOD OF THREE (3) YEARS

RFP NUMBER	TNPA/2022/02/0105/RFP
ISSUE DATE:	11.03.2022
CLOSING DATE:	12.04.2022
CLOSING TIME:	12:00 pm
BID VALIDITY PERIOD:	180 Business Days from Closing Date

PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA - ONLY THE FOLLOWING RESPONDENTS MAY RESPOND TO THIS RFP:

- **RESPONDENTS WITH A MINIMUM B-BBEE STATUS LEVEL OF 4.**

SCHEDULE OF BID DOCUMENTS

Section No	Page
SECTION 1: SBD1 FORM.....	4
PART A	4
PART B	5
SECTION 2 : NOTICE TO BIDDERS	6
1. INVITATION TO BID	6
2. FORMAL BRIEFING.....	7
3. PROPOSAL SUBMISSION	7
4. JOHANNESBURG RFP INSTRUCTIONS.....	7
5. JOINT VENTURES OR CONSORTIUMS.....	8
6. PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA	8
7. COMPULSORY LOCAL CONTENT THRESHOLD	8
8. COMMUNICATION.....	11
9. CONFIDENTIALITY	11
10. COMPLIANCE.....	11
11. EMPLOYMENT EQUITY ACT.....	11
12. DISCLAIMERS.....	11
13. LEGAL REVIEW	12
14. SECURITY CLEARANCE	12
15. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE	12
16. TAX COMPLIANCE	12
SECTION 3 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	14
1 BACKGROUND	14
2 EXECUTIVE OVERVIEW	14
3 SCOPE OF REQUIREMENTS.....	14
4 GREEN ECONOMY / CARBON FOOTPRINT	14
5 GENERAL SUPPLIER OBLIGATIONS.....	14
6 EVALUATION METHODOLOGY	15
SECTION 4 : PRICING AND DELIVERY SCHEDULE.....	19
1 DISCLOSURE CONTRACT INFORMATION	20
PRICES TENDERED	20
JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS	20
DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)	20
2 "AS AND WHEN REQUIRED" CONTRACTS.....	21
3 RISK	21
SECTION 5 : PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS	23
SECTION 6 : CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS.....	28
SECTION 7 : RFP DECLARATION AND BREACH OF LAW FORM.....	29
SECTION 8 : RFP CLARIFICATION REQUEST FORM.....	33
SECTION 9 : B-BBEE PREFERENCE POINTS CLAIM FORM	34
SECTION 10 : CERTIFICATE OF ATTENDANCE OF NON-COMPULSORY RFP BRIEFING	39
NOTE:.....	39
SECTION 11: SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	40

SECTION 12 : PROTECTION OF PERSONAL INFORMATION 43

ANNEXURE A	SABS APPROVED TECHNICAL SPECIFICATION NUMBER SATS 1286:2011
ANNEXURE B	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT [FORM SBD 6.2]
ANNEXURE C	LOCAL CONTENT DECLARATION: SUMMARY SCHEDULE
ANNEXURE D	IMPORTED CONTENT DECLARATION: SUPPORTING SCHEDULE TO ANNEXURE C
ANNEXURE E	LOCAL CONTENT DECLARATION: SUPPORTING SCHEDULE TO ANNEXURE C
ANNEXURE F	GUIDANCE DOCUMENT FOR THE CALCULATION OF LOCAL CONTENT
ANNEXURE G	SCOPE OF WORK
ANNEXURE H	TECHNICAL EVALUATION
ANNEXURE I	SCHEDULE OF PRICES
ANNEXURE J	MASTER AGREEMENT
ANNEXURE K	TRANSNET'S GENERAL BID CONDITIONS
ANNEXURE L	TRANSNET'S SUPPLIER INTEGRITY PACT
ANNEXURE M	NON-DISCLOSURE AGREEMENT

**FOR THE PROVISION OF SERVICES FOR DREDGE EQUIPMENT REPAIRS ON VARIOUS DREDGERS,
INCLUDING BUT NOT LIMITED TO ITALANI, IMPISI, ISANDLWANA, ILEMBE AND IMPISI REPLACEMENT FOR
A PERIOD OF THREE (3) YEARS**

SECTION 1: SBD1 FORM

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF TRANSNET NATIONAL PORT AUTHORITY, A DIVISION TRANSNET SOC LTD							
BID NUMBER:	TNPA/2022/02/0105/RFP	ISSUE DATE:	11.03.2022	CLOSING DATE:	12.04.2022	CLOSING TIME:	12:00pm
DESCRIPTION	FOR THE PROVISION OF SERVICES FOR DREDGE EQUIPMENT REPAIRS ON VARIOUS DREDGERS, INCLUDING BUT NOT LIMITED TO ITALANI, IMPISI, ISANDLWANA, ILEMBE AND IMPISI REPLACEMENT FOR A PERIOD OF THREE (3) YEARS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
Transnet has implemented a new electronic tender submission system, the e-Tender Submission Portal, in line with the overall Transnet digitalization strategy where suppliers can view advertised tenders, register their information, log their intent to respond to bids and upload their bid proposals/responses on to the system.							
a) The Transnet e-Tender Submission Portal can be accessed as follows: Log on to the Transnet eTenders management platform website (https://www.transnet.net); Click on "TENDERS"; Scroll towards the bottom right hand side of the page; On the blue window click on "register on our new eTender Portal"; Click on "ADVERTISED TENDERS" to view advertised tenders; Click on "SIGN IN/REGISTER – for bidder to register their information (must fill in all mandatory information); Click on "SIGN IN/REGISTER" - to sign in if already registered; Toggle (click to switch) the "Log an Intent" button to submit a bid; Submit bid documents by uploading them into the system against each tender selected.							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Mlungisi Shozi			CONTACT PERSON	N/A		
TELEPHONE NUMBER	031 361 8825			TELEPHONE NUMBER	N/A		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER	N/A		
E-MAIL ADDRESS	Mlungisi.shozi@transnet.net			E-MAIL ADDRESS	N/A		
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 IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
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 A 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. 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: _____

SECTION 2 : NOTICE TO BIDDERS

1. INVITATION TO BID

Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations or enterprises [hereinafter referred to as an **entity, Respondent** or **Bidder**].

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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.
RFP DOWNLOADING	<p>This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za and Transnet website at www.transnet.net free of charge.</p> <p>To download RFP and Annexures:</p> <ul style="list-style-type: none"> Click on "Tender Opportunities"; Select "Advertised Tenders"; In the "Department" box, select Transnet SOC Ltd; <p>Once the tender has been located in the list, click on the "Tender documents" tab and process to download all uploaded documents.</p> <p>The RFP may also be downloaded from the Transnet website at www.transnet.net free of charge. To access the Transnet eTender portal, please click here.</p> <p>To download RFP and Annexures,</p> <ul style="list-style-type: none"> Scroll towards the bottom right hand side of the page, On the blue window click on 'Transnet SOC Ltd' or Select Operating Division.
COMMUNICATION	<p>Any addenda to the RFP or clarifications will be published on the e-tender portal and Transnet website. Bidders are required to check the e-tender portal and Transnet website prior to finalising their bid submissions for any changes or clarifications to the RFP.</p> <p>Transnet will not be held liable if Bidders do not receive the latest information regarding this RFP with the possible consequence of either being disadvantaged or disqualified as a result thereof.</p>
ISSUE AND COLLECTION DATE DEADLINE	Bidders are to note that the RFP documents will be available for download from 11.03.2022 .
BRIEFING SESSION	<p>Yes / Non-compulsory</p> <p>Bidders are required to confirm their attendance and to send their contact details including the number of representatives (where applicable) to the following address: Mlungisi.shozi@transnet.net</p> <p>This is to ensure that Transnet may make the necessary arrangements for the briefing session.</p> <p>Refer to paragraph 2 for details.</p>
CLOSING DATE	<p>12:00 pm on Tuesday 12.04.2022</p> <p>Bidders must ensure that bids are delivered timeously to the correct address.</p> <p>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</p>
BID OPENING	A public opening will not be held for this bid, however Respondents will be provided with a copy of the opening register indicating the names of the Respondents, upon request.

VALIDITY PERIOD	<p>180 Business Days from Closing Date</p> <p>Bidders are to note that they may be requested to extend the validity period of their bid, 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 bidder(s)' bid will be deemed to remain valid until a final contract has been concluded.</p> <p>With regard to the validity period of next highest ranked bidders, please refer to Section 2, paragraph 11.12</p>
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Any additional information or clarification will be published on the e-Tender portal and Transnet website, if necessary.

2. FORMAL BRIEFING

A non-compulsory virtual pre-proposal RFP briefing will be conducted using **MS Teams** on the **24.03.2022** at **12:00pm** for a period of ± 1 hours. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually and information will not be repeated for the benefit of Respondents arriving late. Respondents must email Mulungisi.shozi@transnet.net on or before **21.03.2022** to confirm that they will be attending virtual pre-proposal RFP briefing.

2.1 Despite the briefing session being non-compulsory, Transnet nevertheless encourages all Respondents to attend. Transnet will not be held responsible if any Respondent who did not attend the **non-compulsory** session subsequently feels disadvantaged as a result thereof.

2.2 Respondents are encouraged to bring a copy of the RFP to the RFP briefing.

3. PROPOSAL SUBMISSION

Proposals must be addressed on the cover as follows:

RFP No: TNPA/2022/02/0105/RFP
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 Closing date and time: **12:00 pm on Tuesday 12.04.2022**
 Closing address:

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

4. JOHANNESBURG RFP INSTRUCTIONS

4.1. **All returnable documents tabled in the Proposal Form [Section 5] must be returned with proposals.**

- 4.2. Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 4.3. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 15 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, paragraph 13 below (Legal Review) and Section 6 of the RFP, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.

5. JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If at the time of the bid submission such a JV or consortium agreement has not been concluded, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by Transnet through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to Transnet.

Respondents are to note that for the purpose of Evaluation, a JV will be evaluated based on one consolidated B-BBEE score card as per the B-BBEE Preferential Procurement Regulations, 2017 preference point scoring.

6. PREFERENTIAL PROCUREMENT PREQUALIFICATION CRITERIA

6.1. Minimum B-BBEE level

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

7. COMPULSORY LOCAL CONTENT THRESHOLD

In terms of section 8(1) of the Preferential Procurement Regulations, 2017, and the Instruction Note issued by National Treasury on the "Invitation and Evaluation of Bids based on a stipulated minimum threshold for local content and production for the **Working Vessels** Sector", Transnet is required to set a stipulated minimum threshold be set for this RFP.

7.1. Local Content Threshold

A Local Content threshold of **100%** [hundred percent] will be required for the goods specified in SBD 6.2, to be manufactured by a successful Respondent **as and when required over the three (3) year of the contract period for the remainder of the contract term.**

Only locally produced or locally manufactured **Steel/Aluminium (Bolts & Nuts), Steel/ Aluminium (Pipes), Valves and Dredge Equipment** with a minimum threshold for local production and content will be considered. If the quantity of materials and/or products required cannot be wholly sourced from South African based manufacturers and/or at the designated local content threshold at any particular time, a bidders should obtain written approval from the dtic to supply the remaining portion at a lower local content threshold. Such approval application should be submitted and obtained prior to the closing of the bid. The dtic, in consultation with Transnet, will grant such approval on a case-by-case basis and will consider the following:

- required volumes in the particular bid;

- available collective South African industry manufacturing capacity at that time;
- delivery times;
- availability of input materials and components;
- technical considerations including operating conditions;
- materials of construction; and
- Security of supply and emergencies.

7.2. Local Content Notes

- 7.2.1. The exchange rate to be used for the calculation of local production and content must be the exchange rate published by the South African Reserve Bank (SARB) on the date of the advertisement of the tender;
- 7.2.2. Only the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 must be used to calculate local content;
- 7.2.3. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the following formula which must be disclosed in the bid documentation:

$$LC = [1 - x/y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the SARB at 12:00 on the date of advertisement of the bid.

- 7.2.4. The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)] are accessible to all potential tenderers on the DTI's official website; <http://www.the dti.gov.za/industrial development/ip.jsp> at no cost.
- 7.2.5. The rates of exchange quoted by the tenderer in paragraph 4.1 of Returnable Schedule (the Declaration Certificate for Local Production and Content for Designated Sectors) will be verified for accuracy.
- 7.2.6. Declaration Certificate for Local Production and Content (SBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted at the closing date and time of the bid;
- 7.2.7. Tenderers must familiarise themselves with all the information provided in the Local Content instruction notes with particular reference to paragraph 4 of the instruction notes.
- 7.2.8. Respondents are to ensure that they complete the local content annexures in line with the provisions made in the Guidance Document for the calculation of Local Content. Failure to comply will lead to disqualification.

7.3. Mandatory RFP Annexures

The regulatory and mandatory RFP Annexures, which must be completed by all Respondents in order to declare Local Content, are as follows:

- Annexure B – Declaration Certificate for Local Production and Content [SBD 6.2]
- Annexure C – Local Content Declaration: Summary Schedule

- Annexure B and C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained.
- To the extent that an exemption from Local Content has been granted by the DTI, the exemption letter from DTI will be a mandatory returnable document.
- Annexures D and E are Supporting Schedules to Annexure C. They are named as follows:
 - Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C
 - Annexure E – Local Content Declaration: Supporting Schedule to Annexure C
- Annexure F - Guidance Document for the calculation of Local Content

After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid. Declarations D and E should be kept by Respondents for verification purposes for a period of at least 5 years. The successful Respondent is required to continuously update Declarations C, D and E with the actual values for the duration of the contract. In addition to what is stated above regarding Annexures D and E, please note that these declarations are to be submitted as part of the Essential Returnable Documents.

7.4. **Challenges meeting the Local Content Threshold**

Should, after the award of a Bid, the Supplier experience challenges in meeting the stipulated minimum threshold for Local Content, Transnet is required to inform the DTI accordingly in order for the DTI to verify the circumstances and provide directives in this regard.

7.5. **Exchange Rate Verification**

The rate of exchange quoted by the Respondent in the declaration certificates (Annexure B – Declaration Certificate for Local Production & Content [SBD 6.2] and Annexure C – Local Content Declaration: Summary Schedule) will be verified for accuracy as per the requirement of National Treasury Instruction Notes and Circulars.

7.6. **Local Content Obligations**

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable as per the contract or Standard Terms and Conditions of Contract. Breach of Local Content obligations also provide Transnet cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

8. COMMUNICATION

- 8.1. For specific queries relating to this RFP, an RFP Clarification Request Form should be submitted to **Mlungisi Shozi** before **12:00 pm on 31.03.2022**, substantially in the form set out in Section 8 hereto. In the interest of fairness and transparency, Transnet's response to such a query will be published on the e-tender portal and Transnet website.
- 8.2. After the closing date of the RFP, a Respondent may only communicate with the name of delegated individual (BPEC chairperson), at telephone number **031-361-8825**, email Mlungisi.shozi@transnet.net on any matter relating to its RFP Proposal.
- 8.3. Respondents are to note that changes to its submission will not be considered after the closing date.
- 8.4. It is prohibited for Respondents to attempt, either directly or indirectly, to canvass any officer or employee of Transnet in respect of this RFP between the closing date and the date of the award of the business.
- 8.5. Respondents found to be in collusion with one another will be automatically disqualified and restricted from doing business with organs of state for a specified period.

9. CONFIDENTIALITY

All information related to this RFP is to be treated with strict confidence. In this regard Respondents are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information related to this RFP or the subsequent contract, written approval must be obtained from Transnet.

10. COMPLIANCE

The successful Respondent [hereinafter referred to as the **Supplier**] shall be in full and complete compliance with any and all applicable laws and regulations.

11. EMPLOYMENT EQUITY ACT

Respondents must comply with the requirements of the Employment Equity Act 55 of 1998 applicable to it including (but not limited to) Section 53 of the Employment Equity Act.

12. DISCLAIMERS

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

- 12.1. modify the RFP's Goods and request Respondents to re-bid on any such changes;
- 12.2. reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- 12.3. disqualify Proposals submitted after the stated submission deadline [closing date];
- 12.4. award a contract in connection with this Proposal at any time after the RFP's closing date;
- 12.5. award a contract for only a portion of the proposed Goods which are reflected in the scope of this RFP;
- 12.6. split the award of the contract between more than one Supplier, should it at Transnet's discretion be more advantageous in terms of, amongst others, cost or developmental considerations;
- 12.7. cancel the bid process;
- 12.8. validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to Transnet to do so;

- 12.9. request audited financial statements or other documentation for the purposes of a due diligence exercise;
- 12.10. not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it;
- 12.11. to cancel the contract and/request that National Treasury place the Respondent on its Database of Restricted Suppliers for a period not exceeding 10 years, on the basis that a contract was awarded on the strength of incorrect information furnished by the Respondent or on any other basis recognised in law;
- 12.12. to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required Goods at the quoted price, should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required Goods at their quoted price, even after they have been issued with a Letter of Regret.

Note that Transnet will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

13. LEGAL REVIEW

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions by Transnet's Legal Counsel, prior to consideration for an award of business. A material deviation from the Standard terms or conditions could result in disqualification.

14. SECURITY CLEARANCE

Acceptance of this bid could be subject to the condition that the Successful Respondent, its personnel providing the goods and its subcontractor(s) must obtain security clearance from the appropriate authorities to the level of **CONFIDENTIAL/ SECRET/TOP SECRET**. Obtaining the required clearance is the responsibility of the Successful Respondent. Acceptance of the bid is also subject to the condition that the Successful Respondent will implement all such security measures as the safe performance of the contract may require.

15. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents 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. Respondents must register on the CSD prior to submitting their bids. Business may not be awarded to a Respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD.

For this purpose, the attached SBD 1 form must be completed and submitted as a mandatory returnable document by the closing date and time of the bid.

16. TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to Transnet and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this bid that the tax matters of the successful Respondent be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign bidders / individuals who wish to submit bids.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

Transnet urges its clients, suppliers and the general public to report any fraud or corruption to

TIP-OFFS ANONYMOUS:

**Ethics Helpdesk** (Pty) Ltd.
Ethics Management Systems™

You can choose to be Anonymous or Non-Anonymous on ANY of the platforms
PLEASE RETAIN YOUR REFERENCE NUMBER



AI Voice Bot "Jack"
Speak to our AI Voice Chat Bot "JACK", you converse with him like chatting to a human, with the option to record a message and speak to an agent at anytime.

What's App
Speak to an Agent via What's App.

Speak to an Agent
Speak to an Agent via the platform with no call or data charge

Telegram
Speak to an Agent via Telegram

**0800 003 056****086 551 4153****reportit@ethicshelpdesk.com*****120*0785980808#**

SECTION 3 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS

1 BACKGROUND

The "ILEMBE", "ISANDLWANA", "ITALENI", "IMPISI" AND "IMPISI REPLACEMENT" are self-propelled dredgers. It is our intention to undertake dredge equipment repairs as outlined in the scope of work, during the annual lay-ups of all crafts.

2 EXECUTIVE OVERVIEW

Whereas Transnet is seeking a partner(s) to provide solutions for its dredge equipment repairs during lay-ups at the Port of Durban and breakdowns nationally, it also seeks to improve its current processes for providing these Goods to its end user community throughout its locations.

The selected Supplier(s) must share in the mission and business objectives of Transnet. These mutual goals will be met by meeting contractual requirements and new challenges in an environment of teamwork, joint participation, flexibility, innovation and open communications. In this spirit of partnership, Transnet and its Supplier(s) will study the current ways they do business to enhance current practices and support processes and systems. Such a partnership will allow Transnet to reach higher levels of quality, service and profitability.

Specifically, Transnet seeks to benefit from this partnership in the following ways:

- 2.1 Transnet must receive reduced cost of acquisition and improved service benefits resulting from the Supplier's economies of scale and streamlined service processes.
- 2.2 Transnet must achieve appropriate availability that meets user needs while reducing costs for both Transnet and the chosen Supplier(s).
- 2.3 Transnet must receive proactive improvements from the Supplier with respect to supply of Goods and related processes.
- 2.4 Transnet's overall competitive advantage must be strengthened by the chosen Supplier's leading edge technology and service delivery systems.
- 2.5 Transnet end users must be able to rely on the chosen Supplier's personnel for service enquiries, recommendations and substitutions.
- 2.6 Transnet must reduce costs by streamlining its acquisition of Goods, including managed service processes on a Group basis.

3 SCOPE OF REQUIREMENTS

- 3.1 See Annexure G

4 GREEN ECONOMY / CARBON FOOTPRINT

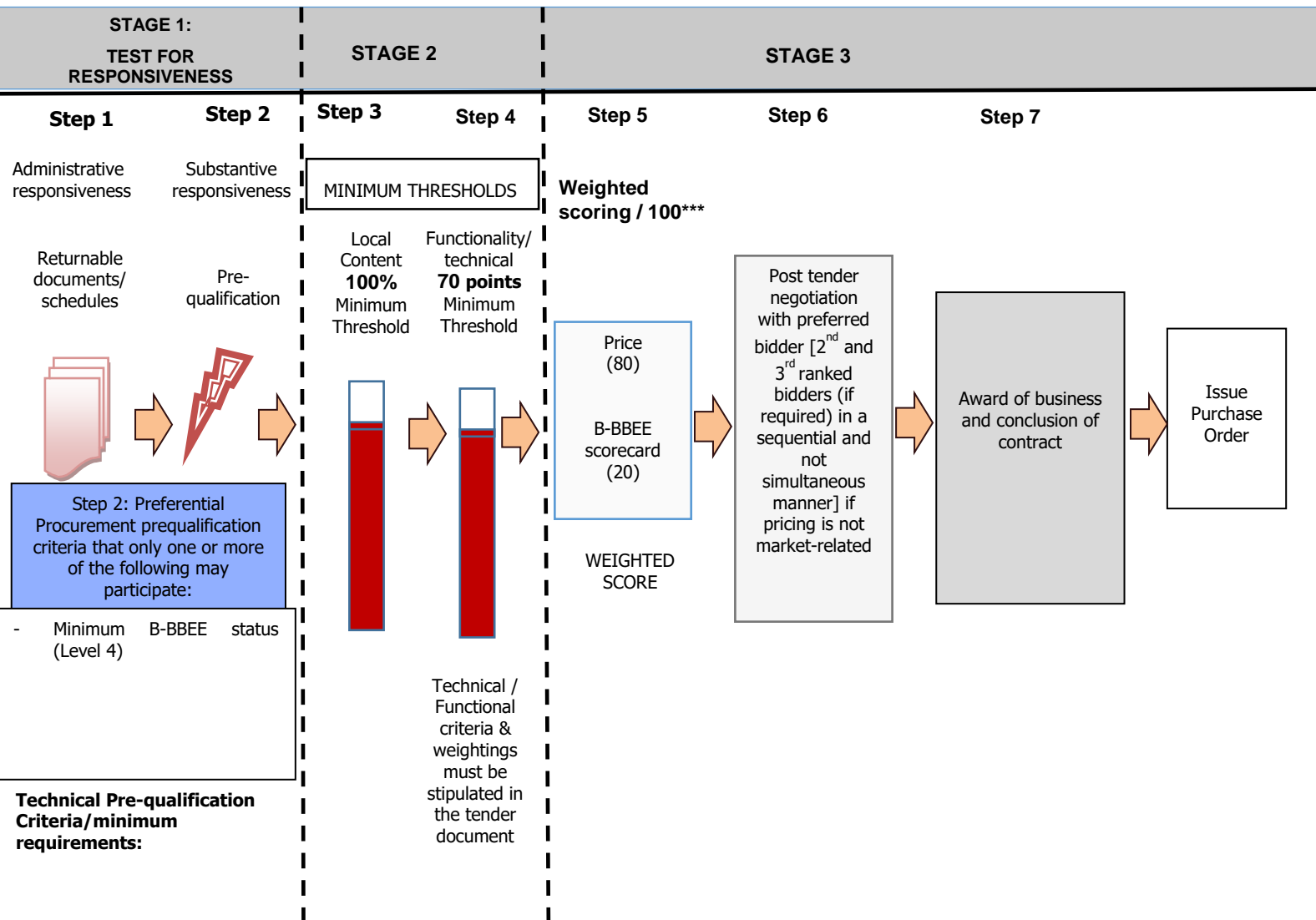
Transnet wishes to have an understanding of your company's position with regard to environmental commitments, including key environmental characteristics such as waste disposal, recycling and energy conservation. *Please submit details of your entity's policies in this regard.*

5 GENERAL SUPPLIER OBLIGATIONS

- 5.1 The Supplier(s) shall be fully responsible to Transnet for the acts and omissions of persons directly or indirectly employed by them.
- 5.2 The Supplier(s) must comply with the requirements stated in this RFP.

6 EVALUATION METHODOLOGY

Transnet will utilise the following methodology and criteria in selecting a preferred Supplier:



NB: Evaluation of the various stages will normally take place in a sequential manner. However, in order to expedite the process, Transnet reserves the right to conduct the different stages of the evaluation process in parallel. In such instances the evaluation of bidders at any given stage must not be interpreted to mean that bidders have necessarily passed any previous stage(s).

6.1 STEP ONE: Test for Administrative Responsiveness

The test for administrative responsiveness will include the following:

Administrative responsiveness check	RFP Reference
• Whether the Bid has been lodged on time	<i>Section 1 paragraph 3</i>
• Whether all Returnable Documents and/or schedules [where applicable] were completed and returned by the closing date and time	<i>Section 5</i>
• Verify the validity of all returnable documents	<i>Section 5</i>
• Verify if the Bid document has been duly signed by the	<i>All sections</i>

Respondent's Signature

Date & Company Stamp

authorised respondent

The test for administrative responsiveness [Step One] must be passed for a Respondent's Proposal to progress to Step Two for further pre-qualification

6.2 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 any general pre-qualification criteria set by Transnet, have been met 	<i>All sections including: Section 2 paragraphs 2.2 and General Bid Conditions clause 20</i>
<ul style="list-style-type: none"> Whether the Bid contains a priced offer 	<i>Section 4</i>
<ul style="list-style-type: none"> Whether the Bid materially complies with the scope and/or specification given 	<i>All Sections</i>
<ul style="list-style-type: none"> Whether any set prequalification criteria for preferential procurement have been met: <ul style="list-style-type: none"> Indicate the minimum B-BBEE threshold (Level 4). 	<i>Section 2 - Paragraph 6</i>

The test for substantive responsiveness [Step Two] must be passed for a Respondent's Proposal to progress to Step Three for the evaluation of Local Content

6.3 STEP THREE: Minimum Threshold for Local Content

Local Production and Content Threshold	RFP REFERENCE
<ul style="list-style-type: none"> A minimum threshold of 100% is required for Local Content of Goods offered 	<i>Section 2, paragraph 7 Annexures B and C</i>

The test for meeting the Local Content threshold [Step Three] must be passed for a Respondent's proposal to progress to Step Four for further evaluation

- Respondents are to note that Transnet will not round off final Local Content scores for the purposes of determining whether the Local Content threshold has been met.
- A bid that fails to meet the minimum stipulated threshold for local production and content will be regarded as an unacceptable bid.

6.4 STEP FOUR: Minimum Threshold of 70 points for Technical Criteria and Functional Requirements

The test for the Technical and Functional threshold will include the following:

Technical Evaluation Criteria	Points Weightings	Scoring guideline
<ul style="list-style-type: none"> Experience and Competency <ul style="list-style-type: none"> Provide written confirmation of previous experience on projects of a similar nature on vessels/floating plants/Maritime Industry. Provide 3 references from reputable Clients in terms of type 	20	<i>See Annexure H</i>

Respondent's Signature

Date & Company Stamp

of work done, type of vessel, vessel name, including reference's contact names and contact numbers.		
<ul style="list-style-type: none"> Project Timelines <ul style="list-style-type: none"> Lay-up Work: Provide a detailed project schedule showing sequence of activities for the contract duration during lay-up work. Time to complete tasks (Tenderers must specify duration to complete the work per craft during lay-up). Callouts, Breakdowns and Unforeseen Work: Provide written confirmation in respect of meeting critical lead times and delivery in respect of call-outs, breakdowns and unforeseen work. 	40	<i>See Annexure H</i>
<ul style="list-style-type: none"> Resources <ul style="list-style-type: none"> Provide adequate resources and capacity to undertake the work that is dependable, consistent, competent and efficient. 	20	<i>See Annexure H</i>
<ul style="list-style-type: none"> Safety <ul style="list-style-type: none"> Provide all required safety documentation limit any potential risk. 	20	<i>See Annexure H</i>
Total Weighting:	100	
Minimum qualifying score required:	70	

Respondents are to note that Transnet will round off final technical scores to the nearest 2 (two) decimal places for the purposes of determining whether the technical threshold has been met.

The minimum threshold for technical/functionality [Step Four] must be met or exceeded for a Respondent's Proposal to progress to Step Five for final evaluation

6.5 STEP FIVE: Evaluation and Final Weighted Scoring

a) Price Criteria [Weighted score 80 points]:

Evaluation Criteria	RFP Reference
<ul style="list-style-type: none"> Commercial offer 	Section 4

Transnet will utilise the following formula in its evaluation of Price:

$$PS = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

b) Broad-Based Black Economic Empowerment criteria [Weighted score 20 points]

- B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table indicated in Section 4.1 of the B-BBEE Preference Point Claim Form.

6.6 SUMMARY: Applicable Thresholds and Final Evaluated Weightings

Threshold	Minimum Threshold
Local Content	100%
Technical / functionality	70 points

Evaluation Criteria	Final Weighted Scores
Price and Total Cost of Ownership	80
B-BBEE - Scorecard	20
TOTAL SCORE:	100

6.7 **STEP SIX: Post Tender Negotiations (if applicable)**

- Respondents are to note that Transnet may not award a contract if the price offered is not market-related. In this regard, Transnet reserves the right to engage in PTN with the view to achieving a market-related price or to cancel the tender. Negotiations will be done in a sequential manner i.e.:
 - first negotiate with the highest ranked bidder or cancel the bid, should such negotiations fail,
 - negotiate with the 2nd and 3rd ranked bidders (if required) in a sequential manner.
- In the event of any Respondent being notified of such short-listed/preferred bidder status, his/her bid, as well as any subsequent negotiated best and final offers (BAFO), will automatically be deemed to remain valid during the negotiation period and until the ultimate award of business.
- Should Transnet conduct post tender negotiations, Respondents will be requested to provide their best and final offers to Transnet based on such negotiations. Where a market related price has been achieved through negotiation, the contract will be awarded to the successful Respondent(s).

6.8 **STEP SEVEN: Award of business and conclusion of contract**

- Immediately after approval to award the contract has been received, the successful or preferred bidder(s) will be informed of the acceptance of his/their Bid by way of a Letter of Award. Thereafter the final contract will be concluded with the successful Respondent(s).
- A final contract will be concluded and entered into with the successful Bidder at the acceptance of a letter of award by the Respondent.

SECTION 4 : PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the table shown in Annexure I.

Respondents are to note that Transnet will round off final pricing scores to the nearest 2 (two) decimal places.

Notes to Pricing:

- a) Respondents are to note that if the price offered by the highest scoring bidder is not market-related, Transnet may not award the contract to that Respondent. Transnet may-
 - (i) negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - (ii) if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP;
 - (iii) if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.

If a market-related price is not agreed with the Respondent scoring the third highest points, Transnet must cancel the RFP.
- b) Prices must be quoted in South African Rand inclusive of VAT.
- c) Any disbursement not specifically priced for will not be considered/accepted by Transnet.
- d) To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this pricing schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- e) Quantities given are estimates only. Any orders resulting from this RFP will be on an "as and when required" basis.
- f) Prices are to be quoted on a delivered basis to Port of Durban.
- g) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.
- h) Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following percentage of 10% subject to negotiation. [Not to be confused with bid validity period Section 2, clause 1].

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

1 DISCLOSURE CONTRACT INFORMATION**PRICES TENDERED**

Respondents are to note that, on award of business, Transnet is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury Instruction Note 01 of 2015/2016.

JOHANNESBURG STOCK EXCHANGE DEBT LISTING REQUIREMENTS

Transnet may also be required to disclose information relating to the subsequent contract i.e. the name of the company, goods/services provided by the company, the value and duration of the contract, etc. in compliance with the Johannesburg Stock Exchange (JSE) Debt Listing Requirements.

DOMESTIC PROMINENT INFLUENTIAL PERSONS (DPIP) OR FOREIGN PROMINENT PUBLIC OFFICIALS (FPPO)

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

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

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

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

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

2 "AS AND WHEN REQUIRED" CONTRACTS

- 2.1 Purchase orders will be placed on the Supplier(s) from time to time as and when Goods are required.
- 2.2 Transnet reserves the right to place purchase orders until the last day of the contract for deliveries to be effected, within the delivery period / lead time specified, beyond the expiry date of the contract under the same terms and conditions as agreed upon.
- 2.3 Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Respondents will be used as guidelines in establishing lead times and monthly delivery requirements with the Supplier.
- 2.4 Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by Transnet. Material supplied earlier than specified may not be paid for or may be returned by Transnet, with the Supplier being held liable for all expenses so incurred, e.g. handling and transport charges.
- 2.5 If the delivery period offered by the Respondents is subject to a maximum monthly production capacity, full particulars must be indicated in Section 4 [*Pricing and Delivery Schedule*]
- 2.6 The Respondent must state hereunder its annual holiday closedown period [if applicable] and whether this period has been included in the delivery lead time offered:

- 2.7 Respondents are required to indicate below the action that the Respondent proposes to take to ensure continuity of supply during non-working days or holidays and periods occupied in stocktaking or in effecting repairs to plant or in overhaul of plant which would ordinarily occur within the stated delivery lead time/s:

3 RISK

Respondents must elaborate on the control measures put in place by their entity, which would mitigate the risk to Transnet pertaining to potential non-performance by the Respondents, in relation to:

3.1 Quality and specification of Goods delivered:

3.2 Continuity of supply:

3.3 Compliance with the Occupational Health and Safety Act, 85 of 1993:

SIGNED at _____ on this _____ day of _____ 20____

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

SECTION 5 : PROPOSAL FORM AND LIST OF RETURNABLE DOCUMENTS

I/We _____
 [name of entity, company, close corporation or partnership] of [full address]

carrying on business trading/operating as

represented by _____
 in my capacity as _____

being duly authorised thereto by a Resolution of the Board of Directors or Members or Certificate of Partners, dated _____ to enter into, sign execute and complete any documents relating to this proposal and any subsequent Agreement. The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should Transnet decide to enter into Post Tender Negotiations with highest ranked bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply the abovementioned Goods at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I/We agree to be bound by those conditions in Transnet's:

- a) Master Agreement (which may be subject to amendment at Transnet's discretion if applicable);
- b) General Bid Conditions; and
- c) any other standard or special conditions mentioned and/or embodied in this Request for Proposal.

I/We accept that unless Transnet should otherwise decide and so inform me/us in the letter of award, this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet's acceptance thereof shall constitute a binding contract between Transnet and me/us.

Should Transnet decide that a formal contract should be signed and so inform me/us in a letter of award [the **Letter of Award**], this Proposal [and, if any, its covering letter and any subsequent exchange of correspondence] together with Transnet's Letter of Award, shall constitute a binding contract between Transnet and me/us until the formal contract is signed.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Proposal, I/we fail to enter into a formal contract if called upon to do so, or fail to commence the supply of Goods within 2 [two] weeks thereafter, Transnet may, without prejudice to any other legal remedy which it may have, recover from me/us any expense to which it may have been put in calling for Proposals afresh and/or having to accept any less favourable Proposal.

 Respondent's Signature

 Date & Company Stamp

Furthermore, I/we agree to a penalty clause/s to be negotiated with Transnet, which will allow Transnet to invoke a penalty against us for non-compliance with material terms of this RFP including the delayed delivery of the Goods due to non-performance by ourselves, failure to meet Local Content, etc.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide Transnet with cause for cancellation.

ADDRESS FOR NOTICES

The law of the Republic of South Africa shall govern any contract created by the acceptance of this RFP. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent hereunder, at which all legal documents may be served on the Respondent who shall agree to submit to the jurisdiction of the courts of the Republic of South Africa. Foreign Respondents shall, therefore, state hereunder the name of their authorised representative in the Republic of South Africa who has the power of attorney to sign any contract which may have to be entered into in the event of their Proposal being accepted and to act on their behalf in all matters relating to such contract.

Respondent to indicate the details of its *domicilium citandi et executandi* hereunder:

Name of Entity:

Facsimile:

Address:

NOTIFICATION OF AWARD OF RFP

As soon as possible after approval to award the contract(s), the successful Respondent [**the Supplier**] will be informed of the acceptance of its Proposal. Unsuccessful Respondents will be advised in writing of the name of the successful Supplier and the reason as to why their Proposals have been unsuccessful, for example, in the category of price, delivery period, quality, B-BBEE status or for any other reason.

VALIDITY PERIOD

Transnet requires a validity period of 180 [ninety] Business Days [from closing date] against this RFP, excluding the first day and including the last day.

NAME(S) AND ADDRESS / ADDRESSES OF DIRECTOR(S) OR MEMBER(S)

The Respondent must disclose hereunder the full name(s) and address(s) of the director(s) or members of the company or close corporation [**C.C.**] on whose behalf the RFP is submitted.

(i) Registration number of company / C.C. _____

(ii) Registered name of company / C.C. _____

(iii) Full name(s) of director/member(s) Address/Addresses ID Number(s)

Respondent's Signature

Date & Company Stamp

RETURNABLE DOCUMENTS

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with their bids based on the consequences of non-submission as indicated below:

Mandatory Returnable Documents	<i>Failure to provide all these Mandatory Returnable Documents at the Closing Date and time of this RFP <u>will</u> result in a Respondent's disqualification.</i>
Returnable Documents Used for Scoring	<i>Failure to provide all Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion.</i>
Essential Returnable Documents	<i>Failure to provide essential Returnable Documents <u>will</u> result in Transnet affording Respondents a further opportunity to submit by a set deadline. Should a Respondent thereafter fail to submit the requested documents, this may result in a Respondent's disqualification.</i>

All Returnable Sections, as indicated in the header and footer of the relevant pages, must be signed, stamped and dated by the Respondent.

a) Mandatory Returnable Documents

Respondents are required to submit with their bid submissions the following **Mandatory Returnable Documents**, and also to confirm submission of these documents by so indicating [Yes or No] in the tables below:

MANDATORY RETURNABLE DOCUMENTS	SUBMITTED [Yes/No]
Section 1: SBD1 Form	
SECTION 4 : Pricing and Delivery Schedule	
ANNEXURE B – Declaration Certificate for Local Production and Content [SBD6.2] (SBD6.2 must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)	
ANNEXURE C – Local Content Declaration: Summary Schedule (Annexure C must be completed and submitted even if a complete Local Content exemption letter from DTI has been obtained)	
A Local Content exemption letter from DTI (where applicable)	
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	

b) Returnable Documents Used for Scoring

In addition to the requirements of section (a) above, Respondents are further required to submit with their Proposals the following **Returnable Documents Used for Scoring** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

 Respondent's Signature

 Date & Company Stamp

<u>RETURNABLE DOCUMENTS USED FOR SCORING</u>	SUBMITTED [Yes or No]
Valid proof of Respondent's compliance to B-BBEE requirements stipulated in Section 9 of this RFP	
<ul style="list-style-type: none"> Experience and Competency <ul style="list-style-type: none"> Provide written confirmation of previous experience on projects of a similar nature on vessels/floating plants/Maritime Industry. Provide 3 references from reputable Clients in terms of type of work done, type of vessel, vessel name, including reference's contact names and contact numbers. See Annexure B for more details. 	
<ul style="list-style-type: none"> Project Timelines <ul style="list-style-type: none"> Lay-up Work: Provide a detailed project schedule showing sequence of activities for the contract duration during lay-up work. Time to complete tasks (Tenderers must specify duration to complete the work per craft during lay-up). Callouts, Breakdowns and Unforeseen Work: Provide written confirmation in respect of meeting critical lead times and delivery in respect of call-outs, breakdowns and unforeseen work. See Annexure B for more details. 	
<ul style="list-style-type: none"> Resources <ul style="list-style-type: none"> Provide adequate resources and capacity to undertake the work that is dependable, consistent, competent and efficient. See Annexure B for more details. 	
<ul style="list-style-type: none"> Safety <ul style="list-style-type: none"> Provide all required safety documentation limit any potential risk. See Annexure B for more details. 	

c) Essential Returnable Documents:

Over and the above the requirements of section (a) and (b) mentioned above, Respondents are further required to submit with their Proposals the following **Essential Returnable Documents** and also to confirm submission of these documents by so indicating [Yes or No] in the table below:

ESSENTIAL RETURNABLE DOCUMENTS & SCHEDULES	SUBMITTED [Yes or No]
Receipt for payment of RFP documents, where a bid fee is applicable [Section 2, paragraph 1]	
In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement	
Latest Financial Statements signed by your Accounting Officer or latest Audited Financial Statements plus 2 previous years	
SECTION 5 : Proposal Form and List of Returnable documents	
SECTION 6 : Certificate Of Acquaintance with RFP, Terms & Conditions & Applicable Documents	
SECTION 7 : RFP Declaration and Breach of Law Form	
SECTION 9 : B-BBEE Preference Claim Form	
SECTION 10 : Certificate of attendance of non-compulsory RFP Briefing	

Respondent's Signature

Date & Company Stamp

SECTION 11 SBD 9 - Certificate Of Independent Bid Determination	
ANNEXURE D – Imported Content Declaration: Supporting Schedule to Annexure C	
ANNEXURE E – Local Content Declaration: Supporting Schedule to Annexure C	
SECTION 12 : Protection of Personal Information	

CONTINUED VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its valid proof of B-BBEE status, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [**the Agreement**] and fail to present Transnet with such renewals as and when they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement immediately without any liability and without prejudice to any claims which Transnet may have for damages against the Respondent.

SIGNED at _____ on this ____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

Respondent's Signature_____
Date & Company Stamp

SECTION 6 : CERTIFICATE OF ACQUAINTANCE WITH RFP, MASTER AGREEMENT & APPLICABLE DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP. This includes those terms and conditions contained in any printed form stated to form part hereof, including but not limited to the documents stated below. As such, Transnet SOC Ltd will recognise no claim for relief based on an allegation that the Respondent overlooked any such term or condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1	Transnet's General Bid Conditions
2	Master Agreement attached
3	Transnet's Supplier Integrity Pact
4	Non-disclosure Agreement

Note: Should a Respondent be successful and awarded the bid, they will be required to complete a Supplier Declaration Form for registration as a vendor onto the Transnet vendor master database.

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. 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. A material deviation from any term or condition may result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond on, before submitting the bid. **The Bidder agrees that he/she will have no claim or cause of action based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.**

The bidder understands that his/her Bid will be disqualified if the Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20__

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

SECTION 7 : RFP DECLARATION AND BREACH OF LAW FORM

NAME OF ENTITY: _____

We _____ do hereby certify that:

1. Transnet has supplied and we have received appropriate responses to any/all questions [as applicable] which were submitted by ourselves for RFP Clarification purposes;
2. We have received all information we deemed necessary for the completion of this Request for Proposal **[RFP]**;
3. We have been provided with sufficient access to the existing Transnet facilities/sites and any and all relevant information relevant to the Supply of the Goods as well as Transnet information and Employees, and have had sufficient time in which to conduct and perform a thorough due diligence of Transnet's operations and business requirements and assets used by Transnet. Transnet will therefore not consider or permit any pre- or post-contract verification or any related adjustment to pricing, service levels or any other provisions/conditions based on any incorrect assumptions made by the Respondent in arriving at his Bid Price;
4. At no stage have we received additional information relating to the subject matter of this RFP from Transnet sources, other than information formally received from the designated Transnet contact(s) as nominated in the RFP documents;
5. We are satisfied, insofar as our entity is concerned, that the processes and procedures adopted by Transnet in issuing this RFP and the requirements requested from Bidders in responding to this RFP have been conducted in a fair and transparent manner;
6. We have complied with all obligations of the Bidder/Supplier as indicated in the Transnet Supplier Integrity which includes but are not limited to ensuring that we take all measures necessary to prevent corrupt practices, unfairness and illegal activities in order to secure or in furtherance to secure a contract with Transnet;
7. We declare that a family, business and/or social relationship **exists / does not exist** [delete as applicable] between an owner / member / director / partner / shareholder of our entity and an employee or board member of Transnet including any person who may be involved in the evaluation and/or adjudication of this Bid;
8. We declare that an owner / member / director / partner / shareholder of our entity **is / is not** [delete as applicable] an employee or board member of Transnet;
9. In addition, we declare that an owner / member / director / partner / shareholder/employee of our entity **has / has not been** [delete as applicable] a former employee or board member of Transnet in the past 10 years. I further declare that if they were a former employee or board member of Transnet in the past 10 years that they **were/were not** involved in the bid preparation or had access to the information related to this RFP; and
10. If such a relationship as indicated in paragraph 7, 8 and/or 9 exists, the Respondent is to complete the following section:

Respondent's Signature_____
Date & Company Stamp

FULL NAME OF OWNER/MEMBER/DIRECTOR/
PARTNER/SHAREHOLDER/EMPLOYEE:

ADDRESS:

Indicate nature of relationship with Transnet:

[Failure to furnish complete and accurate information in this regard will lead to the disqualification of a response and may preclude a Respondent from doing future business with Transnet]. Information provided in the declarations may be used by Transnet and/or its affiliates to verify the correctness of the information provided]

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

DECLARATION OF INTEREST REGARDING PERSONS EMPLOYED BY THE STATE (SBD4)

12. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

13. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

13.1. Full Name of bidder or his or her representative:

13.2. Identity Number:

13.3. Position occupied in the Company (director, trustee, shareholder²):

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

13.4. Company Registration Number:

13.5. Tax Reference Number:

13.6. VAT Registration Number:

13.7. Are you or any person connected with the bidder presently employed by the state?	YES / NO
13.7.1. If so, furnish the following particulars:	
Name of person / director / trustee / shareholder/ member:	.....
Name of state institution at which you or the person connected to the bidder is employed :	.....
Position occupied in the state institution:	.....
Any other particulars:	.....
13.8. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?	YES / NO
13.8.1. If yes, did you attached proof of such authority to the bid document? (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.	YES / NO
13.8.2. If no, furnish reasons for non-submission of such proof:	.....
13.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES / NO
13.9.1. If so, furnish particulars:	.....
13.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.10.1. If so, furnish particulars:	.....
13.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO
13.11.1. If so, furnish particulars:	.....
13.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES / NO
13.12.1. If so, furnish particulars:	.....

The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 14 below.

14. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

BREACH OF LAW

15. We further hereby certify that *I/we* (the bidding entity and/or any of its directors, members or partners) ***have/have not been*** [delete as applicable] 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 Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences. This includes the imposition of an administrative fine or penalty.

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 Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

SIGNED at _____ on this _____ day of _____ 20____

For and on behalf of _____ duly authorised hereto	AS WITNESS:
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Registration No of Company/CC
Place:	Registration Name of Company/CC

Date & Company Stamp

SECTION 9 : B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good

Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)^{80/20}$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

7	4
8	2
Non-compliant contributor	0

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

Enterprise	B-BBEE Certificate & Sworn Affidavit
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 .]
EME³	Sworn Affidavit signed by the authorised EME representative and attested by a Commissioner of Oaths confirming annual turnover and black ownership Certificate issued by CIPC (formerly CIPRO) confirming annual turnover and black ownership Certificate issued by SANAS accredited verification agency only if the EME is being measured on the QSE scorecard

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

5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contribution: . =(maximum of 20 points)

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

³ In terms of the Implementation Guide: Preferential Procurement Regulations, 2017, Version 2, paragraph 11.11 provides that in the Transport Sector, EMEs can provide a letter from accounting officer or get verified and be issued with a B-BBEE certificate by SANAS accredited professional or agency as the Transport Sector Code has not been aligned to the generic Codes. EMEs in the Transport Sector are not allowed to provide a Sworn Affidavit as the generic codes are not applicable to them.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 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 Supplier
- ☐ Other Suppliers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 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, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bid to another person without disclosing it, Transnet reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS.....

SECTION 10 : CERTIFICATE OF ATTENDANCE OF NON-COMPULSORY RFP BRIEFING

It is hereby certified that –

1. _____

2. _____

Representative(s) of _____ *[name of entity]*

attended the RFP briefing in respect of the proposed Goods to be supplied in terms of this RFP on
_____20____

TRANSNET'S REPRESENTATIVE

RESPONDENT'S REPRESENTATIVE

DATE _____

DATE _____

EMAIL _____

NOTE:

This certificate of attendance must be filled in duplicate, one copy to be kept by Transnet and the other copy to be kept by the bidder.

SECTION 11: SBD 9- CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. Section 4(1)(b)(iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds. Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.
2. Transnet will take all reasonable steps to prevent abuse of the supply chain management system and to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
3. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
4. In order to give effect to the above, the following certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;

⁴ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. 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 products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 12 : PROTECTION OF PERSONAL INFORMATION

1. The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Person information act, No.4 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. Transnet will process all information by the Respondent 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.
3. The Parties acknowledge and agree that, in relation to personal information that will be processed pursuant to this RFP, the Responsible party is “Transnet” and the Data subject is the “Respondent”. Transnet will process personal information only with the knowledge and authorisation of the Respondent and will treat personal information 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.
4. Transnet reserves all the rights afforded to it by the POPIA in the processing of any of its information as contained in this RFP and the Respondent is required to comply with all prescripts as detailed in the POPIA relating to all information concerning Transnet.
5. In responding to this bid, Transnet acknowledges that it will obtain and have access to personal information of the Respondent. Transnet agrees that it shall only process the information disclosed by Respondent in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.
6. Transnet further agrees that in submitting any information or documentation requested in this RFP, the Respondent is consenting to the further processing of their personal information for the purpose of, but not limited to, risk assessment, assurances, contract award, contract management, auditing, legal opinions/litigations, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
7. Furthermore, Transnet will not otherwise modify, amend or alter any personal data submitted by the Respondent or disclose or permit the disclosure of any personal data to any third party without the prior written consent from the Respondent. Similarly, Transnet requires the Respondent to process any personal information disclosed by Transnet in the bidding process in the same manner.
8. Transnet 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 this RFP (physically, through a computer or any other form of electronic communication).
9. Transnet shall notify the Respondent in writing of any unauthorised access to information, 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 Respondent must take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible.

10. The Respondent may, in writing, request Transnet to confirm and/or make available any personal information in its possession in relation to the Respondent and if such personal information has been accessed by third parties and the identity thereof in terms of the POPIA. The Respondent may further request that Transnet correct (excluding critical/mandatory or evaluation information), delete, destroy, withdraw consent or object to the processing of any personal information relating to the Respondent in Transnet's possession in terms of the provision of the POPIA and utilizing Form 2 of the POPIA Regulations.
11. In submitting any information or documentation requested in this RFP, the Respondent is hereby consenting to the processing of their personal information for the purpose of this RFP and further confirming that they are aware of their rights in terms of Section 5 of POPIA

Respondents are required to provide consent below:

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

12. Further, the Respondent declares that they have obtained all consents pertaining to other data subject's personal information included in its submission and thereby indemnifying Transnet against 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 the Respondent submitted.
13. The Respondent declares that the personal information submitted for the purpose of this RFP is complete, accurate, not misleading, is up to date and may be updated where applicable.

Signature of Respondent's authorised representative: _____

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

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Edition 1

SABS STANDARDS DIVISION

Technical specification

Local goods, services and works — Measurement and verification of local content

This document does not have the status of a South African National Standard.

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Table of changes

Change No.	Date	Scope

Foreword

This South African technical specification was approved by National Committee SABS TC 180, *Conformity assessment (CASCO)*, in accordance with procedures of the SABS Standards Division, in compliance with annex 3 of the WTO/TBT agreement.

This SATS was published in November 2011.

This document is being issued as a South African technical specification because there is a need for clarity and the ability to measure and validate the local content of goods, works and services in order to implement a procurement system that takes the local content into account.

This document will in future be revised and issued as a national standard.

Reference is made in 1.1 and 2.6 to the "relevant national legislation". In South Africa, this means the Preferential Procurement Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

Reference is made in the note to 2.10 to a "national accreditation body". In South Africa, this means the South African National Accreditation System (SANAS).

Reference is made in 5.1(a) to an "accredited verification body". In South Africa, this means a body accredited by the South African National Accreditation System (SANAS).

Reference is made in 5.1(b) to an "independent registered auditor". In South Africa, this means a registered auditor approved by the Independent Regulatory Board for Auditors (IRBA) in terms of the Auditing Profession Act, 2005 (Act No. 26 of 2005).

Annexes A and B form an integral part of this document.

Introduction

Preferential procurement policies and their associated regulations, such as local content requirements, are mechanisms used by the government and organs of state in the adjudication of tenders, to give consideration to procuring locally manufactured products that comply with specified requirements. Governments may identify specific industries which are deemed to be of critical importance to the economic sustainability and industrial development of their country.

In order to calculate and verify local content, a standardized approach is essential, and this document specifies the approach used in South Africa.

Contents

	Page
Foreword	
Introduction	
1 Scope.....	3
2 Definitions	3
3 Local content measurement.....	4
4 Declaration.....	5
5 Verification.....	5
Annex A (normative) Notes to purchasers.....	6
Annex B (normative) Local content declaration.....	7
Bibliography	8

SATS 1286:2011

Edition 1

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Local goods, services and works — Measurement and verification of local content

1 Scope

1.1 This technical specification specifies requirements and procedures to define, measure, declare and verify the local content of goods, services and works when required for procurement and other purposes, in terms of the relevant national legislation (see foreword):

NOTE The product should contain no less than the level of local content as determined by the relevant national legislation (see foreword) and other procurement requirements.

1.2 This technical specification does not specify the required safety, quality or other properties of the product.

The responsibility to include the above requirements rests with the procurement authority.

2 Definitions

For the purposes of this document, the following definitions apply.

2.1

component

elementary part (element or portion) of a product

2.2

Imported content

that portion of the tender price represented by

a) the cost of imported components, and

b) the cost of parts or materials which have been or are still to be imported (whether by the suppliers or the suppliers' subcontractors or any other third party) the costs of which are inclusive of the costs abroad,

plus freight and other direct importation costs, such as landing cost, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry excluding value added tax (VAT)

2.3

local content

that portion of the tender price that is not included in the imported content, provided that local manufacturing takes place and is calculated in accordance with the local content formula (see 3.1)

SATS 1286:2011
Edition 1

2.4

manufacture

any kind of working or processing, including assembly or specific operations

2.5

material

ingredient, raw material, component or part used in the manufacture of a product

2.6

products

produced goods, services or works, or manufactured goods as defined in the relevant national legislation (see foreword)

2.7

tender price

price offered by the tenderer, excluding value added tax (VAT)

2.8

tenderer

person or organization that submits a tender offer

[ISO 10845-1:2010]

2.9

verification

confirmation through the provision of objective evidence that the specified requirements have been fulfilled.

2.10

verification body

body that provides assurance of the claims of local content made by the supplier

NOTE In order to provide assurance as to the competence of the verification body, the user may require that the verification body be accredited to perform these functions by a national accreditation body (see foreword).

3 Local content measurement

3.1 Calculation of local content

The local content percentage of the product shall be as specified (see annex A). The local content, LC, expressed as a percentage of the tender price, shall be calculated as follows:

$$LC = (1 - x/y) \cdot 100$$

where

x is the imported content (see 2.2), in Rand (ZAR);

y is the tender price (see 2.7), in Rand (ZAR).

Prices referred to in the determination of x shall all be converted to Rand (ZAR) by using the exchange rate as specified (see annex A).

3.2 Documentation required for the calculation of local content

3.2.1 Documentation used for the purposes of measuring local content shall include, but is not limited to, details of all imported components, parts or materials indicating origin, manufacturer, freight cost and other direct importation costs, such as landing cost, dock duties, and import duty and sales duty, i.e. landed cost.

3.2.2 Documentary proof used for calculating x in the measurement of local content and proof of the tender price y shall be kept accessible for a period of no less than five years.

3.2.3 The tenderer shall be responsible for the accuracy of the information, including the imported content in the supply chain.

3.2.4 If information on the origin of components, parts or materials is not available, it will be deemed to be imported content.

3.3 Control of documents and records by the tenderer

Documents and records to provide evidence of compliance with the requirements of this technical specification shall be controlled.

A documented procedure to define the controls needed for the identification, storage, protection, retrieval, retention and disposition of records shall be established.

Records shall remain legible, readily identifiable and retrievable.

4 Declaration

The tenderer shall attach the declaration in annex B signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member/person with management responsibility (close corporation, partnership or individual) to the purchaser stating the local content percentage of the product, calculated in accordance with 3.1, and confirming the final tender price.

5 Verification

5.1 The procurement authority may require that the measurement of local content be verified. The verification shall be conducted by:

- a) an accredited verification body (see foreword); or.
- b) an independent registered auditor (see foreword).

5.2 Those conducting the verification shall have defined and documented procedures for the verification activities.

Annex A
(normative)

Notes to purchasers

In addition to data clearly describing the product ordered, the following requirements shall be specified in tender invitations and in each order or contract:

- a) the local content percentage requirements (see 3.1), and
- b) the exchange rate requirements (see 3.1).

Annex B
(normative)

Local content declaration

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF TENDER No.
ISSUED BY: (Procurement Authority):

NB The obligation to complete and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the tenderer.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of tendering entity),
the following:

- (a) The facts herein contained are within my own personal knowledge.
- (b) I have satisfied myself that the goods/services to be delivered in terms of the above-specified tender comply with the minimum local content requirements as specified in the tender, and as measured in terms of SATS 1286.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286 and the following figures:

	Rand (ZAR)
Tender price, excluding VAT	
Less imported content, as calculated in terms of SATS 1286	
Local content	
Local content %	

If the tender is for more than one product, a schedule of the local content by product shall be attached.

- (d) I accept that the Procurement Authority has the right to request that the local content be verified in terms of the requirements of SATS 1286.
- (e) I understand that the awarding of the tender is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286, may result in the procurement authority imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations promulgated under the Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Bibliography

ISO 10845:2010, *Construction procurement – Part 1: Processes, methods and procedures.*

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ANNEXURE B

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. In terms of Regulation 16(2) of the Preferential Procurement Regulations, 2017, any sector designated and minimum threshold determined for local production and content for purposes of regulation 9 of the 2011 Regulations and in force immediately before the repeal of the 2011 Regulations, are regarded as having been done under regulation 8(1) of the 2017 Regulations.
- 1.4. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.6. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 1.7. A bid will be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
..... %
..... %



.....%

**Delete these
Notes [table]**

Guidance Notes

- *Note that the abovementioned must be completed by Transnet prior to the issue of the bid.*

4. Does any portion of the services, works or goods offered have any imported content?
(**Tick applicable box**)

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

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: TRANSNET SOC LTD

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as of (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Annex C

MANDATORY RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE C WILL RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Local Content Declaration - Summary Schedule

(C1) Tender No.
 (C2) Tender description:
 (C3) Designated product(s)
 (C4) Tender Authority:
 (C5) Tendering Entity name:
 (C6) Tender Exchange Rate:
 (C7) Specified local content %

Note: VAT to be excluded from all calculations

Pula EU GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value R 0

(C21) Total Exempt imported content R 0

(C22) Total Tender value net of exempt imported content R 0

(C23) Total Imported content R 0

(C24) Total local content R 0

(C25) Average local content % of tender

Signature of tenderer from Annex B

Date: _____

Annex D

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE D MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Imported Content Declaration - Supporting Schedule to Annex C

(D1)
(D2)
(D3)
(D4)
(D5)
(D6)

Tender No.	
Tender description:	
Designated Products:	
Tender Authority:	
Tendering Entity name:	
Tender Exchange Rate:	Pula

Note: VAT to be excluded from all calculations

EU R 9.00

GBP R 12.00

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)

(D19) Total exempt imported value R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)

(D32) Total imported value by tenderer R 0

C. Imported by a 3rd party and supplied to the Tenderer

				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)

(D45) Total imported value by 3rd party R 0

D. Other foreign currency payments

			Calculation of foreign currency payments		Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

Date:

Annex E

ESSENTIAL RETURNABLE DOCUMENT:

FAILURE TO FULLY COMPLETE, DECLARE, SIGN & DATE THIS ANNEXURE E MAY RESULT IN THE BID BEING NON-RESPONSIVE & DISQUALIFIED

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

Guidance Document for the Calculation of Local Content

1. DEFINITIONS

Unless explicitly provided in this guideline, the definitions given in SATS 1286:2011 apply.

2. GENERAL

2.1. Introduction

This guideline provides tenderers with a detailed description of how to calculate local content of products (goods, services and works) by components/material/services and enables them to keep an updated record for verification requirements as per the SATS 1286:2011 Annexure A and B.

The guideline consists of two parts, namely:

- a written guideline; and
- three declarations that must be completed:
 - Declaration C: “Local Content Declaration – Summary Schedule” (see Annexure C);
 - Declaration D: “Imported Content Declaration – Supporting Schedule to Annex C” (see Annexure D); and
 - Declaration E: “Local Content Declaration – Supporting Schedule to Annex C” (see Annexure E).

The guidelines and declarations should be used by tenderers when preparing a tender. A tenderer must complete Declarations D and E, and consolidate the information on Declaration C.

Annexure C must be submitted with the tender by the closing date and time as determined by the Tender Authority. The Tender Authority reserves the right to request that Declarations D and E also be submitted.

If the tender is successful, the tenderer must continuously update Declarations C, D and E with actual values for the duration of the contract.

NOTE:

Annexure A is a note to the purchaser in SATS 1286:2011; and
Annexure B is the Local Content Declaration IN SATS 1286:2011.

2.2. What is local content?

According to SATS 1286:2011, the local content of a product is the tender price less the value of imported content, expressed as a percentage. It is, therefore, necessary to first compute the imported value of a product to determine the local content of a product.

2.3. Categories: Imported and Local Content

The tenderer must differentiate between imported content and local content.

Imported content of a product by components/material/services is separated into two categories, namely:

- products imported directly by the tenderer; and
- products imported by a third party and supplied to the tenderer.

2.3.1. Imported Content

Identify the imported content, if any, by value for products by component/material/services. In the case of components/materials/services sourced from a South African manufacturer, agent, supplier or subcontractor (i.e. third party), obtain that information and Declaration D from the third party.

Calculate the imported content of components/materials/services to be used in the manufacture of the total quantity of the products for which the tender is to be submitted.

As stated in clause 3.2.4 of SATS 1286:2011: "If information on the origin of components, parts or materials is not available, it will be deemed to be imported content."

2.3.1.1. Imported directly by the tenderer:

When the tenderer import products directly, the onus is on the tenderer to provide evidence of any components/materials/services that were procured from a non-domestic source. The evidence should be verifiable and pertain to the tender as a whole. Typical evidence will include commercial invoices, bills of entry, etc.

When the tenderer procures imported services such as project management, design, testing, marketing, etc and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.2. Imported by a third party and supplied to the tenderer:

When the tenderer supplies components/material/services that are imported by any third party (for example, a domestic manufacturer, agent, supplier or subcontractor in the supply chain), the onus is on the tenderer to obtain verifiable evidence from the third party.

The tenderer must obtain Declaration D from all third parties for the related tender. The third party must be requested by the tenderer to continuously update Declaration D. Typical evidence of imported content will include commercial invoices, bills of entry etc.

When a third party procures imported services such as project management, design, testing, marketing etc. and makes royalty and lease payments, such payments relating to the tender must be included when calculating imported content.

2.3.1.3. Exempt Imported Content:

Exemptions, if any, are granted by the Department of Trade and Industry (**the dti**). Evidence of the exemptions must be provided and included in Annexure D.

2.3.2. Local Content

Identify and calculate the local content, by value for products by components/materials/services to be used in the manufacture of the total quantity of the products.

3. ANNEXURE C

3.1. Guidelines for completing Annexure C: Local Content Declaration – Summary Schedule

Note: The paragraph numbers correspond to the numbers in Annexure C.

C1. Tender Number

Supply the tender number that is specified on the specific tender documentation.

C2. Tender description

Supply the tender description that is specified on the specific tender documentation.

C3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

C4. Tender Authority

Supply the name of the tender authority.

C5. Tendering Entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd).

C6. Tender Exchange Rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

C7. Specified local content %

Provide the specified minimum local content requirement for the tender (i.e. 80%), as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MDB) 6.2.

C8. Tender item number

Provide the tender item number(s) of the products that have a local content requirement as per the tender specification.

C9. List of items

Provide a list of the item(s) corresponding with the tender item number.
This may be a short description or a brand name.

Calculation of local content

C10. Tender price

Provide the unit tender price of each item excluding VAT.

C11. Exempted imported content

Provide the ZAR value of the exempted imported content for each item, if applicable. These value(s) must correspond with the value(s) of column D16 on Annexure D.

C12. Tender value net of exempted imported content

Provide the net tender value of the item, if applicable, by deducting the exempted imported content (C11) from the tender price (C10).

C13. Imported value

Provide the ZAR value of the items' imported content.

C14. Local value

Provide the local value of the item by deducting the Imported value (C13) from the net tender value (C12).

C15. Local content percentage (per item)

Provide the local content percentage of the item(s) by dividing the local value (C14) by the net tender value (C12) as per the local content formula in SATS 1286.

Tender Summary

C16. Tender quantity

Provide the tender quantity for each item number as per the tender specification.

C17. Total tender value

Provide the total tender value by multiplying the tender quantity (C16) by the tender price (C10).

C18. Total exempted imported content

Provide the total exempted imported content by multiplying the tender quantity (C16) by the exempted imported content (C11). These values must correspond with the values of column D18 on Annexure D.

C19. Total imported content

Provide the total imported content of each item by multiplying the tender quantity (C16) by the imported value (C13).

C20. Total tender value

Total tender value is the sum of the values in column C17.

C21. Total exempted imported content

Total exempted imported content is the sum of the values in column C18. This value must correspond with the value of D19 on Annexure D.

C22. Total tender value net of exempted imported content

The total tender value net of exempt imported content is the total tender value (C20) less the total exempted imported content (C21).

C23. Total imported content

Total imported content is the sum of the values in column C19. This value must correspond with the value of D53 on Annexure D.

C24. Total local content

Total local content is the total tender value net of exempted imported content (C22) less the total imported content (C23). This value must correspond with the value of E13 on Annexure E.

C25. Average local content percentage of tender

The average local content percentage of tender is calculated by dividing total local content (C24) by the total tender value net of exempted imported content (C22).

4. ANNEXURE D

4.1. Guidelines for completing Annexure D: “Imported Content Declaration – Supporting Schedule to Annexure C”

Note: The paragraph numbers correspond to the numbers in Annexure D.

D1. Tender number

Supply the tender number that is specified on the specific tender documentation.

D2. Tender description

Supply the tender description that is specified on the specific tender documentation.

D3. Designated products

Supply the details of the products that are designated in terms of this tender (i.e. buses).

D4. Tender authority

Supply the name of the tender authority.

D5. Tendering entity name

Provide the tendering entity name (i.e. Unibody Bus Builders (Pty) Ltd).

D6. Tender exchange rate

Provide the exchange rate used for this tender, as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

Table A. Exempted Imported Content

D7. Tender item number

Provide the tender item number(s) of the product(s) that have imported content.

D8. Description of imported content

Provide a list of the exempted imported product(s), if any, as specified in the tender.

D9. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D10. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the exempted imported product(s).

D11. Imported value as per commercial invoice

Provide the foreign currency value of the exempted imported product(s) disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D12. Tender exchange rate

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D13. Local value of imports

Convert the value of the exempted imported content as per commercial invoice (D11) into the ZAR value by using the tender exchange rate (D12) disclosed in the tender documentation.

D14. Freight costs to port of entry

Provide the freight costs to the South African Port of the exempted imported item.

D15. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the exempted imported product(s) as stipulated in the SATS 1286:2011.

D16. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported by adding the corresponding item values in columns D13, D14 and D15. These values must be transferred to column C11 on Annexure C.

D17. Tender quantity

Provide the tender quantity of the exempted imported products as per the tender specification.

D18. Exempted imported value

Provide the imported value for each of the exempted imported product(s) by multiplying the total landed cost (excl. VAT) (D16) by the

tender quantity (D17). The values in column D18 must correspond with the values of column C18 of Annexure C.

D19. Total exempted imported value

The total exempted imported value is the sum of the values in column D18. This total must correspond with the value of C21 on Annexure C.

Table B. Imported Directly By Tenderer

D20. Tender item numbers

Provide the tender item number(s) of the product(s) that have imported content.

D21. Description of imported content:

Provide a list of the product(s) imported directly by tender as specified in the tender documentation.

D22. Unit of measure

Provide the unit of measure for the product(s) imported directly by the tenderer.

D23. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported product(s).

D24. Imported value as per commercial Invoice

Provide the foreign currency value of the product(s) imported directly by tenderer disclosed in the commercial invoice accepted by the South African Revenue Service (SARS).

D25. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D26. Local value of imports

Convert the value of the product(s) imported directly by the tenderer as per commercial invoice (D24) into the ZAR value by using the tender exchange rate (D25) disclosed in the tender documentation.

D27. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported directly by the tenderer.

D28. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported directly by the tenderer as stipulated in the SATS 1286:2011.

D29. Total landed costs excl VAT

Provide the total landed costs (excluding VAT) for each item imported directly by the tenderer by adding the corresponding item values in columns D26, D27 and D28.

D30. Tender quantity

Provide the tender quantity of the product(s) imported directly by the tenderer as per the tender specification.

D31. Total imported value

Provide the total imported value for each of the product(s) imported directly by the tenderer by multiplying the total landed cost (excl. VAT) (D29) by the tender quantity (D30).

D32. Total imported value by tenderer

The total value of imports by the tenderer is the sum of the values in column D31.

Table C. Imported by Third Party and Supplied to the Tenderer

D33. Description of imported content

Provide a list of the product(s) imported by the third party and supplied to the tenderer as specified in the tender documentation.

D34. Unit of measure

Provide the unit of measure for the product(s) imported by the third party and supplied to tenderer as disclosed in the commercial invoice.

D35. Local supplier

Provide the name of the local supplier(s) supplying the imported product(s).

D36. Overseas supplier

Provide the name(s) of the overseas supplier(s) supplying the imported products.

D37. Imported value as per commercial invoice

Provide the foreign currency value of the product(s) imported by the third party and supplied to the tenderer disclosed in the commercial invoice accepted by SARS.

D38. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D39. Local value of imports

Convert the value of the product(s) imported by the third party as per commercial invoice (D37) into the ZAR value by using the tender exchange rate (D38) disclosed in the tender documentation.

D40. Freight costs to port of entry

Provide the freight costs to the South African Port of the product(s) imported by third party and supplied to the tenderer.

D41. All locally incurred landing costs and duties

Provide all landing costs including customs and excise duty for the product(s) imported by third party and supplied to the tenderer as stipulated in the SATS 1286:2011.

D42. Total landed costs excluding VAT

Provide the total landed costs (excluding VAT) for each product imported by third party and supplied to the tenderer by adding the corresponding item values in columns D39, D40 and D41.

D43. Quantity imported

Provide the quantity of each product(s) imported by third party and supplied to the tenderer for the tender.

D44. Total imported value

Provide the total imported value of the product(s) imported by third party and supplied to the tenderer by multiplying the total landed cost (D42) by the quantity imported (D43).

D45. Total imported value by third party

The total imported value from the third party is the sum of the values in column D44.

Table D. Other Foreign Currency Payments

D46. Type of payment

Provide the type of foreign currency payment. (i.e. royalty payment for use of patent, annual licence fee, etc).

D47. Local supplier making the payment

Provide the name of the local supplier making the payment.

D48. Overseas beneficiary

Provide the name of the overseas beneficiary.

D49. Foreign currency value paid

Provide the value of the listed payment(s) in their foreign currency.

D50. Tender rate of exchange

Provide the exchange rate used for this tender as per the Standard Bidding Document (SBD) and Municipal Bidding Document (MBD) 6.2.

D51. Local value of payments

Provide the local value of each payment by multiplying the foreign currency value paid (D49) by the tender rate of exchange (D50).

D52. Total of foreign currency payments declared by tenderer and/or third party

The total of foreign currency payments declared by tenderer and/or a third party is the sum of the values in column D51.

D53. Total of imported content and foreign currency payment

The total imported content and foreign currency payment is the sum of the values in column D32, D45 and D52. This value must correspond with the value of C23 on Annexure C.

5. ANNEXURE E

5.1. Guidelines to completing Annexure E: “Local Content Declaration-Supporting Schedule to Annexure C”

The paragraph numbers correspond to the numbers in Annexure E

E1. Tender number

Supply the tender number that is specified on the specific tender documentation.

E2. Tender description

Supply the tender description that is specified on the specific tender documentation.

E3. Designated products

Supply the details of the products that are designated in terms of this tender (for example, buses/canned vegetables).

E4. Tender authority

Supply the name of the tender authority.

E5. Tendering entity name

Provide the tendering entity name (for example, Unibody Bus Builders (Pty) Ltd) Ltd).

Local Goods, Services and Works

E6. Description of items purchased

Provide a description of the items purchased locally in the space provided.

E7. Local supplier

Provide the name of the local supplier that corresponds to the item listed in column E6.

E8. Value

Provide the total value of the item purchased in column E6.

E9. Total local products (Goods, Services and Works)

Total local products (goods, services and works) is the sum of the values in E8.

E10. Manpower costs:

Provide the total of all the labour costs accruing only to the tenderer (i.e. not the suppliers to tenderer).

E11. Factory overheads:

Provide the total of all the factory overheads including rental, depreciation and amortisation for local and imported capital goods, utility costs and consumables. (Consumables are goods used by individuals and businesses that must be replaced regularly because they wear out or are used up. Consumables can also be defined as the components of an end product that are used up or permanently altered in the process of manufacturing, such as basic chemicals.)

E12. Administration overheads and mark-up:

Provide the total of all the administration overheads, including marketing, insurance, financing, interest and mark-up costs.

E13. Total local content:

The total local content is the sum of the values of E9, E10, E11 and E12. This total must correspond with C24 of Annexure C.

**STEEL WORK AND GENERAL MAINTENANCE FOR THE DREDGERS "ILEMBE",
"ISANDLWANA", "ITALENI" AND "IMPISI/REPLACEMENT" FOR A PERIOD OF 3
YEARS – HDS/10/1,2/1,2,5,6/2021 – 4 SM**

Overview The "ILEMBE", "ISANDLWANA", "ITALENI", "IMPISI" AND "IMPISI REPLACEMENT" are self-propelled dredgers. It is our intention to undertake the Steel Work and General Maintenance repairs as outlined in the scope of work, during the annual lay-ups of all crafts.

- Note:
1. This contract spans a period of three (3) years therefore prices should be quoted accordingly.
 2. All work contained within this contract is considered as provisional and is subject to confirmation by Dredging Services.
 3. This contract will also be used on an "as and when" basis in accordance with the given response time.
 4. Contractor to have full compliance with BV rules and regulations pertaining to work to be carried out under this contract
 5. Repair reports & delivery notes to be presented on completion of work.

SCOPE OF WORK FOR EACH YEAR

"ISANDLWANA"

A) RECLAIM DOORS

1. **Removal & Refitting of 10 sets of doors. (20 doors)**
 - Check the edge surfaces of the doors and straighten if required
 - Straighten doors if required.
 - Check doors on leaks by removing plugs
 - Repair top plate of the door if required. Approximately 500 kg is allowed for the repairs. Material certificate to be provided.
 2. **Lifting lugs: Inspect, Cut off and replace if necessary, weld new lifting lugs on where necessary according to appropriate weld procedure.**
 - Approx. mass of lug is 7kg.
 - **For 10 = 70 kg Provisional**
 - Material for the lifting lugs is S235JRS2 steel. Certificate to be provided for lug.
 3. **Sealing Strips on reclaim door.**

These flat bars must be replaced in all areas where wear is significant or the strips have been damaged.

 - Approx. Dimensions : 3100 x 60 x 16 mm
 - Approx. Mass = $3100 \times 60 \times 16 \times 10^{-9} \times 7850 = 23.36 \text{ kg}$
 - **10 off required = 234 kg Provisional**
1. **Renew pins Item 252, Drawing 50409471**
 - Pin dimensions: Diameter = 60mm L = 114mm
 - Approx. Mass = 2.5 kg
 - **For 10 = 25 kg Provisional**
 - Material for pin is 42CrMo4

5. Renew bushes Item 256, 254, drawing 50409471

- Dimensions 256: OD = 90mm ID = 61mm L = 59mm
- Approx. Mass 256 = 1.5kg
- **For 10 = 15 kg Provisional**
- Dimensions 254: OD = 90mm ID = 61mm L = 38mm
- Approx. Mass 256 = 1.6kg
- **For 20 = 32 kg Provisional**
- Bushes to be fitted by shrinking in liquid nitrogen.
- Bushes to be tack-welded after fitting.
- Material for Bushes is 20MnV6
- Inspect and Provide report for hinges for each door. The maximum acceptable Bush/Pin tolerance = 5mm.

6. Welding Strips on hinge plates. Supply and fit.

These strips must be fully welded on one side of the hinge plates to prevent the reclaim door pins from turning out.

- Approx. Dimensions : D 120mm x 16mm
- **20 off required. Provisional**

7. Inspect chains on reclaim doors

- Inspect lower chain and provide report. The max acceptable tolerance between shackle of lower chain and connection plate is 5mm.
- Inspect connection plate and provide report. The max acceptable tolerance to the lower and main chain is 5mm.
- Inspect main chain and provide report. The max acceptable bush/pin tolerance to the connection plate and eye of the cylinder is 5mm.

The connecting rods end link must be adjusted once doors are refitted to ensure the doors close properly.

B) REMOVAL & REFITTING OF TEN CONICAL HOPPER DOORS

1. Secure the conical valve doors with chain blocks. The hydraulics will not be available for the opening of the doors. Unbolt and lower the conical dump doors. Remove and refit the conical dump doors if necessary.
 - Check doors for leaks by removing plugs.
 - Check and repair top plate of door. Approximately 1000 kg.

SEALS & WEAR PLATES.

2. Inspect all seals, bushes and surfaces

- Replace seals where necessary. **Provisional**
- The rubber seals will be provided by dredging services.
- A tensioning tool is to be used when fitting the seals.

3. Weld up cracks on Reclaim Bulkheads where required.

4. Weld up cracks on Door Coamings where required

Doors must be adjusted for correct operation after refitting.

Tenderers are to note that their offered rates are to include for all the scaffolding, rigging, support and removal and refitting costs.

C) DUCT KEEL (Support structure for conical doors)

1. Cut out plates, port and starboard, if necessary

- Approx. dimensions of plate : 3000mm x 2000mm x 16mm
- Approx. mass of plate : $3000 \times 2000 \times 16 \times 10^{-9} \times 7850 = 754 \text{ kg}$ Material AH 36.
- **For 8 plates (2 sets port & 2 sets stbd) = 6032 kg Provisional**
- Weld in new plates.
- **Contractors are to note that this work is in an enclosed space and therefore all the required safety regulations are to be adhered to. Ventilation is required in the space at all times eg from an extractor fan. Contractors are to monitor the oxygen levels in the intervals stated in Merchant Shipping act.**

2. Remove heat damaged paint (sum)
3. Apply primer on heat damaged areas. (refer to paint spec)
4. Apply top coat to heat damaged areas. (refer to paint spec)
5. Inspect the Nozzle Inner and Outer on the Jet Water Manifold and fit new covers if required.
 - **150 off Provisional**

D) HOPPER BULKHEADS/STRUCTURE AND PLATING

1. Cut out and renew hopper plate

- Approx. dimensions of plate : 3000mm x 2000mm x 16mm
- For Four (4) plates Approximate Mass = **3,014 kg Material AH36. Provisional**

E) VOID SPACES PORT AND STARBOARD

1. Remove heat damaged paint.
2. Apply Paint as per spec to heat damaged areas.

F) Anodes

1. Cut out and renew anodes with more than fifty percent wear.
 - **Anodes to be supplied by Dredging Services**
 - 120 off

G) Fairleads and Rollers

1. Check all fairlead roller bushes for wear and play. **6 off.**
2. Renew fairlead roller bushes **3 off. Provisional**
3. Build up fair lead rollers **2 off** (4 hours welding per roller). **Provisional**
4. Build Up Fairleads (7 hours per fairlead). **2 off Provisional**
5. Build Up anchor rollers. **2 off Provisional**

H) Treads

1. Inspect stair treads. 30 off
 - **Supply prefabricated bolt on treads, recta grid type.**

- Approx 600mm wide. **Provisional**

I) Main Deck

1. Railings

- Inspect and renew if necessary 40m as identified by ships crew. **Provisional**
- Supply hand rail 50mm x 20m. **Provisional**
- Two intermediate round bar 25mm dia 20m long. **Provisional**
- To be painted.

2. Coaming

- **Inspect hopper coamings and repair where required**
- **Provisional Material AH36**
- **Contractor to allow for 3m drop scaffolding**

3. Vents

- **Inspect and renew if necessary 5 off vents**
- **Provisional**

J) Hopper Deck

1. Hopper Coaming

- **Inspect, Repair and Paint**
- Approx mass = 1000 kg **Provisional Material AH 36**
- **Contractor to allow for scaffolding.**

2. Splash Screens

- **Inspect, Repair and Paint**
- Approx mass = 500 kg **Provisional**

K) Miscellaneous

1. Ship's Hull

- Cut out and repair dents in the shell plating
- Approx. mass = 2000 kg Provisional. Material AH36.

L) Piping

1. Renew Bilge Piping. **Provisional**

- Approx 50 meters, 4 inch schedule 80.
- Flanges (10 off)
- 90 degree elbows (10 off)
- 45 degree elbows (10 off)
- Reducers 2-4 inch (5 off)
- Reducers 3-4 inch (5 off)

2. Flushing lines. **Provisional**

- Allow for 100 meters of 76.1mm by 3.6mm pipe
- Allow for 100 meters of 42.4mm by 2.6mm pipe
- Allow for 30 meters of 60.3mm by 3.6mm pipe
- Allow for 20 meters of 48.3mm by 2.6mm pipe
- Allow for 20 meters of 88.9mm by 3.6mm pipe
- Allow for 10 meters of 114.3mm by 3.6mm pipe
- Allow for 10 meters of 168.3mm by 4.5mm pipe
- Allow for 10 bends of 76.1mm by 3.6mm and 10 Tee pieces.
- Allow for 10 bends of 42.4mm by 2.6mm and 10 Tee pieces.
- Allow for 10 bends of 60.3mm by 3.6mm and 10 Tee pieces.
- Allow for 10 bends of 48.3mm by 2.6mm and 10 Tee pieces.
- Allow for 10 bends of 88.9mm by 3.6mm and 10 Tee pieces.
- Allow for 10 bends of 114.3mm by 3.6mm and 10 Tee pieces.
- Allow for 10 bends of 168.3mm by 4.5mm and 10 Tee pieces.
- Allow for 20 (twenty) 76.1mm pipe clamps.
- Allow for 20 (twenty) 42.4mm pipe clamps.
- Allow for 20 (twenty) 60.3mm pipe clamps.
- Allow for 20 (twenty) 48.3mm pipe clamps.
- Allow for 20 (twenty) 88.9mm pipe clamps.
- Allow for 20 (twenty) 114.3mm pipe clamps.
- Allow for 20 (twenty) 168.3mm pipe clamps.
- Pipes to be hot dip galvanised.
- Material: \geq NS 30 = "ERW" with certificate; $<$ NS 30 = "Stainless Steel"

M) Gratings

1. Crop and remove bow thruster grating on PT and STBD side. Install and re-weld
2. Remove and refit sea chest gratings. Fit vessel supplied blanks to run aircon plant and connect up water supply from dock

N) TECHNICAL SPECIFICATIONS

1. **Paint Specification**
 1. All new steel must have been grit slag blast cleaned and primed.
 2. All blast-cleaned areas must be painted in terms of the following relevant specifications.
 3. Areas subject to abrasive wear must have the following paint specification, or **equivalent**.
 - Plates grit slag blast cleaned to SA2.5
 - One coat of Sigma Zinc MC 58 (75 microns dry film) to be applied.
 - After welding, all welds to be needle scaled, and hand painted.
 - One coat of Sigmarite Sealer to be applied (50 microns dry film).
 - One coat of Sigma Glassflake to be applied (400 microns dry film).
 4. All cut out and replaced areas shall be painted in terms of the relevant paint specification.
- A. **Duct Keel**
 - Interbond 551, red, DFT = 125 μ
 - Interbond 551, grey, DFT = 125 μBlast corroded areas to SA 2.5
Overlap onto existing paint spec by approx. 2-3 cm

B. Void Spaces

- Intertuff 55, Black , DFT = 250 μ
- Blast corroded areas or heat damaged areas SA 2.5
- Feather or chip back surroundings to a sound edge and overlap 2-3 cm

"ILEMBE"

A) **RECLAIM DOORS**

1. **Removal & Refitting of 13 sets of doors. (26 doors)**

- Check the edge surfaces of the doors and straighten if required
- Straighten doors if required.
- Check doors on leaks by removing plugs
- Repair top plate of the door if required. Approximately 500 kg is allowed for the repairs.

2. **Lifting lugs: Inspect, Cut off and replace if necessary, weld new lifting lugs on where necessary according to appropriate weld procedure.**

- Approx. mass of lug is 7kg.
- **For 13 = 91 kg Provisional**
- Material for the lifting lugs is S235JRS2 steel. Certificate to be provided for lug.

3. **Sealing Strips on reclaim door.**

These flat bars must be replaced in all areas where wear is significant or the strips have been damaged.

- Approx. Dimensions : 3100 x 60 x 16 mm
- Approx. Mass = $3100 \times 60 \times 16 \times 10^{-9} \times 7850 = 23.36 \text{ kg}$
- **10 off required = 234 kg Provisional**

4. **Renew pins Item 252, Drawing 50409471**

- Pin dimensions: Diameter = 60mm L = 114mm
- Approx. Mass = 2.5 kg
- **For 13 = 32.5 kg Provisional**
- Material for pin is 42CrMo4

5. **Renew bushes Item 256, 254, drawing 50409471**

- Dimensions 256: OD = 90mm ID = 61mm L = 59mm
- Approx. Mass 256 = 1.5kg
- **For 10 = 15 kg Provisional**
- Dimensions 254: OD = 90mm ID = 61mm L = 38mm
- Approx. Mass 256 = 1.6kg
- **For 20 = 32 kg Provisional**
- Bushes to be fitted by shrinking in liquid nitrogen.
- Bushes to be tack-welded after fitting.
- Material for Bushes is 20MnV6
- Inspect and Provide report for hinges for each door. The maximum acceptable Bush/Pin tolerance = 5mm.

6. **Welding Strips on hinge plates. Supply and fit.**

These strips must be fully welded on one side of the hinge plates to prevent the reclaim door pins from turning out.

- Approx. Dimensions : D 120mm x 16mm
26 off required. Provisional

7. Inspect chains on reclaim doors

- Inspect lower chain and provide report. The max acceptable tolerance between shackle of lower chain and connection plate is 5mm.
- Inspect connection plate and provide report. The max acceptable tolerance to the lower and main chain is 5mm.
- Inspect main chain and provide report. The max acceptable bush/pin tolerance to the connection plate and eye of the cylinder is 5mm.

The connecting rods end link must be adjusted once doors are refitted to ensure the doors close properly.

B) REMOVAL & REFITTING OF CONICAL HOPPER DOORS

1. Secure the conical valve doors with chain blocks. The hydraulics will not be available for the opening of the doors. Unbolt and lower the conical dump doors. Remove and refit the conical dump doors if necessary.
 - Check doors for leaks by removing plugs.
 - Check and repair top plate of door. Approximately 500 kg.

SEALS & WEAR PLATES.

2. Inspect all seals, bushes and surfaces

- Replace seals where necessary. **Provisional**
- The rubber seals will be provided by dredging services.
- A tensioning tool is to be used when fitting the seals.

3. Weld up cracks on Reclaim Bulkheads where required.

4. Weld up cracks on Door Coamings where required

Doors must be adjusted for correct operation after refitting.

Tenderers are to note that their offered rates are to include for all the scaffolding, rigging, support and removal and refitting costs.

C) DUCT KEEL (Support structure for conical doors)

1. Cut out plates, port and starboard, if necessary

- Approx. dimensions of plate : 3000mm x 2000mm x 16mm
- Approx. mass of plate : $3000 \times 2000 \times 16 \times 10^{-9} \times 7850 = 754 \text{ kg}$ Material AH 36.
- **For 8 plates (2 sets port & 2 sets stbd) = 6032 kg Provisional**
- Weld in new plates.
- **Contractors are to note that this work is in an enclosed space and therefore all the required safety regulations are to be adhered to. Ventilation is required in the space at all times eg from an extractor fan. Contractors are to monitor the oxygen levels in the intervals stated in Merchant Shipping act.**

2. Remove heat damaged paint (sum)

3. Apply primer on heat damaged areas. (refer to paint spec)
4. Apply top coat to heat damaged areas. (refer to paint spec)
5. Inspect the Nozzle Inner and Outer on the Jet Water Manifold and fit new covers if required.
 - **195 off Provisional**

D) HOPPER BULKHEADS/STRUCTURE AND PLATING

1. Cut out and renew hopper plate

- Approx. dimensions of plate : 3000mm x 2000mm x 16mm
- For two (2) plates Approximate Mass = **1500 kg Material AH36. Provisional**

E) VOID SPACES PORT AND STARBOARD

1. Remove heat damaged paint.
2. Apply Paint as per spec to heat damaged areas.

F) Anodes

1. Cut out and renew anodes with more than fifty percent wear.

- **Anodes to be supplied by Dredging Services**
- 120 off

G) Fairleads and Rollers

1. Check all fairlead roller bushes for wear and play. **6 off.**
2. Renew fairlead roller bushes **3 off. Provisional**
3. Build up fair lead rollers **2 off** (4 hours welding per roller). **Provisional**
4. Build Up Fairleads (7 hours per fairlead). **2 off Provisional**
5. Build Up anchor rollers. **2 off Provisional**

H) Treads

1. Inspect stair treads. 30 off
 - **Supply prefabricated bolt on treads, recta grid type.**
 - Approx 600mm wide. **Provisional**

I) Main Deck

1. Railings
 - Inspect and renew if necessary 40m as identified by ship's crew. **Provisional**
 - Supply hand rail 50mm x 20m. **Provisional**
 - Two intermediate round bar 25mm dia 20m long. **Provisional**
 - To be painted.
2. Coaming

- **Inspect hopper coamings and repair where required**
- **Provisional Material AH36**
- **Contractor to allow for 3m drop scaffolding**

3. Vents

- **Inspect and renew if necessary 5 off vents**
- **Provisional**

J) Hopper Deck

1. Hopper Coaming

- **Inspect, Repair and Paint**
- Approx mass = 500 kg **Provisional Material AH 36**
- **Contractor to allow for scaffolding.**

2. Splash Screens

- **Inspect, Repair and Paint**
- Approx mass = 250 kg **Provisional**

K) Miscellaneous

1. Ship's Hull

- Cut out and repair dents in the shell plating
- Approx. mass = 2000 kg Provisional. Material AH36.

L) Piping

1. Renew Bilge Piping. **Provisional**

- Approx 50 meters, 4 inch schedule 80.
- Flanges (10 off)
- 90 degree elbows (10 off)
- 45 degree elbows (10 off)
- Reducers 2-4 inch (5 off)
- Reducers 3-4 inch (5 off)

2. Flushing lines. **Provisional**

- Allow for 100 meters of 76.1mm by 3.6mm pipe
- Allow for 100 meters of 42.4mm by 2.6mm pipe
- Allow for 30 meters of 60.3mm by 3.6mm pipe
- Allow for 20 meters of 48.3mm by 2.6mm pipe
- Allow for 20 meters of 88.9mm by 3.6mm pipe
- Allow for 10 meters of 114.3mm by 3.6mm pipe
- Allow for 10 meters of 168.3mm by 4.5mm pipe
- Allow for 10 bends of 76.1mm by 3.6mm and 10 Tee pieces.
- Allow for 10 bends of 42.4mm by 2.6mm and 10 Tee pieces.
- Allow for 10 bends of 60.3mm by 3.6mm and 10 Tee pieces.
- Allow for 10 bends of 48.3mm by 2.6mm and 10 Tee pieces.

- Allow for 10 bends of 88.9mm by 3.6mm and 10 Tee pieces.
- Allow for 10 bends of 114.3mm by 3.6mm and 10 Tee pieces.
- Allow for 10 bends of 168.3mm by 4.5mm and 10 Tee pieces.
- Allow for 20 (twenty) 76.1mm pipe clamps.
- Allow for 20 (twenty) 42.4mm pipe clamps.
- Allow for 20 (twenty) 60.3mm pipe clamps.
- Allow for 20 (twenty) 48.3mm pipe clamps.
- Allow for 20 (twenty) 88.9mm pipe clamps.
- Allow for 20 (twenty) 114.3mm pipe clamps.
- Allow for 20 (twenty) 168.3mm pipe clamps.
- Pipes to be hot dip galvanised.
- Material: \geq NS 30 = "ERW" with certificate; $<$ NS 30 = "Stainless Steel"

M) Gratings

5. Crop and remove bow thruster grating on PT and STBD side. Install and re-weld
6. Remove and refit sea chest gratings. Fit vessel supplied blanks to run aircon plant and connect up water supply from dock

N) TECHNICAL SPECIFICATIONS

1. **Paint Specification**
 1. All new steel must have been grit slag blast cleaned and primed.
 2. All blast-cleaned areas must be painted in terms of the following relevant specifications.
 5. Areas subject to abrasive wear must have the following paint specification, or **equivalent**.
 - Plates grit slag blast cleaned to SA2.5
 - One coat of Sigma Zinc MC 58 (75 microns dry film) to be applied.
 - After welding, all welds to be needle scaled, and hand painted.
 - One coat of Sigmarite Sealer to be applied (50 microns dry film).
 - One coat of Sigma Glassflake to be applied (400 microns dry film).
 6. All cut out and replaced areas shall be painted in terms of the relevant paint specification.
- C. **Duct Keel**
 - Interbond 551, red, DFT = 125 μ
 - Interbond 551, grey, DFT = 125 μ

Blast corroded areas to SA 2.5
Overlap onto existing paint spec by approx. 2-3 cm
- D. **Void Spaces**
 - Intertuff 55, Black, DFT = 250 μ
 - Blast corroded areas or heat damaged areas SA 2.5
 - Feather or chip back surroundings to a sound edge and overlap 2-3 cm

"ITALENI"

A) REMOVAL & REFITTING OF HOPPER DOORS

1. Secure the doors with chain blocks. The hydraulics will not be available for the opening of the doors. Remove and refit the dump doors if necessary (5 off).
 - Check doors for leaks by removing plugs.
 - Straighten bent doors if required. Approx 100 hours.
 - Manufacture new door if required. Approximately 2000 kg.
 - Adjust all hopper doors to achieve proper sealing. Allow for one rigging team, with one Boiler Maker and One Welder. Price on rate per hour for entire team including consumables for 200hrs.
2. **Inspect all seals and renew damaged seals.**
 - Replace seals where necessary. Approximately 70 m.
 - The rubber seals will be provided by dredging services pre-drilled.
3. **Inspect and repair all door hinges, stoppers, guide rollers and wheels. Approx. 150 hours.**
4. **Supply and install new door chain:**
 - Normal stud link D = 40mm, Grade U3 (56 off)
 - Enlarged stud link D = 40mm, Grade U3 (2 off)
 - End link D = 40mm, Grade U3 (2 off)
 - Green-Pin WWL 13.5 tons, WWL 42,5 tons
 - Thiele TWN 0870 – Size 40-8, WWL 50 ton

B) JET WATER NOZZLES

1. Inspect the Nozzle Inner and Outer on the Jet Water Manifold and fit new covers if required.
 - **60 off Provisional**

C) HOPPER BULKHEADS/STRUCTURE AND PLATING

1. **Cut out and renew hopper plating**
 - Approx. dimensions of plate : 3000mm x 2000mm x 16mm
 - For Four (4) plates Approximate Mass = **3,014 kg Material AH36. Provisional**

D) VOID SPACES PORT AND STARBOARD

1. Remove heat damaged paint.
2. Apply Paint as per spec to heat damaged areas.

E) Anodes

1. Cut out and renew anodes with more than fifty percent wear.

- **Anodes to be supplied by Dredging Services**
- 50 off

F) Fairleads and Rollers

1. Check all fairlead roller bushes for wear and play. **6 off.**
2. Renew fairlead roller bushes **3 off. Provisional**
3. Build up fair lead rollers **2 off** (4 hours welding per roller). **Provisional**
4. Build Up Fairleads (7 hours per fairlead). **2 off Provisional**
5. Build Up anchor rollers. **2 off Provisional**

G) Main Deck

1. Railings
 - Inspect and renew if necessary 40m as identified by ship's crew. **Provisional**
 - Supply hand rail 50mm x 20m. **Provisional**
 - Two intermediate round bar 25mm dia 20m long. **Provisional**
 - To be painted.
2. Vents
 - **Inspect and renew if necessary 5 off vents**
 - **Provisional**

H) Hopper Deck

1. Hopper Coaming
 - **Inspect, Repair and Paint**
 - Approx mass = 500 kg **Provisional Material AH 36**
 - **Contractor to allow for scaffolding.**
2. Splash Screens
 - **Inspect, Repair and Paint**
 - Approx mass = 250 kg **Provisional**

I) Miscellaneous

1. Ship's Hull
 - Cut out and repair dents in the shell plating
 - Approx. mass = 2000 kg Provisional. Material AH36.

J) Piping

1. Renew Bilge Piping. **Provisional**
 - Approx 50 meters, 4 inch schedule 80.
 - Flanges (10 off)
 - 90 degree elbows (10 off)
 - 45 degree elbows (10 off)
 - Reducers 2-4 inch (5 off)
 - Reducers 3-4 inch (5 off)

K) Gratings

1. Crop and remove bow thruster grating on PT and STBD side. Install and re-weld
2. Remove and refit sea chest gratings. Fit vessel supplied blanks to run aircon plant and connect up water supply from dock

L) TECHNICAL SPECIFICATIONS

1. **Paint Specification**
 1. All new steel must have been grit slag blast cleaned and primed.
 2. All blast-cleaned areas must be painted in terms of the following relevant specifications.
 7. Areas subject to abrasive wear must have the following paint specification, or **equivalent**.
 - Plates grit slag blast cleaned to SA2.5
 - One coat of Sigma Zinc MC 58 (75 microns dry film) to be applied.
 - After welding, all welds to be needle scaled, and hand painted.
 - One coat of Sigmarite Sealer to be applied (50 microns dry film).
 - One coat of Sigma Glassflake to be applied (400 microns dry film).
 8. All cut out and replaced areas shall be painted in terms of the relevant paint specification.
- E. **Duct Keel**
 - Interbond 551, red, DFT = 125 μ
 - Interbond 551, grey, DFT = 125 μBlast corroded areas to SA 2.5
Overlap onto existing paint spec by approx. 2-3 cm
- F. **Void Spaces**
 - Intertuff 55, Black, DFT = 250 μ
 - Blast corroded areas or heat damaged areas SA 2.5
 - Feather or chip back surroundings to a sound edge and overlap 2-3 cm

"IMPISI/REPLACEMENT"

A) Anodes

1. Cut out and renew anodes with more than fifty percent wear.
 - **Anodes to be supplied by Dredging Services**
 - 50 off

B) Fairleads and Rollers

1. Check all fairlead roller bushes for wear and play. **2 off.**
2. Renew fairlead roller bushes **2 off. Provisional**
3. Build Up side trail rollers. **2 off Provisional**

C) Main Deck

1. Railings
 - Inspect and renew if necessary 20 m as identified by ship's crew. **Provisional**
 - Supply hand rail 50mm x 20m. **Provisional**
 - Two intermediate round bar 25mm dia 20m long. **Provisional**
 - To be painted.
2. Vents
 - **Inspect and renew if necessary 3 off vents**
 - **Provisional**

D) Miscellaneous

1. Ship's Hull
 - Cut out and repair dents in the shell plating
 - Approx. mass = 1000 kg Provisional.

TECHNICAL SPECIFICATIONS

- 1. Welding**

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

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

In addition, all welding must be done by coded welders, and must conform to South African Maritime Safety Authority requirements. Non destructive testing of welds will be undertaken at Dredging Services cost.

Contractor to arrange the hot work permits as part of this contract. Gas free testing will be provided by Dredging Services.
- 2. Compliance With Statutes And Safety Rules**

In addition to the requirements of Clause 10 of the General Conditions of Contract, contractors are required to comply with the requirements of the Maritime Occupational Regulations 1994. The relevant statement included in these tender documents is to be signed and returned with the tenderer's submission.
- 3. Competent Workforce**

Suitably qualified people must do all work undertaken by the contractor. Proof of these qualifications must be available on request. The contractor shall also provide for adequate capacity of workforce to undertake the work required as part of this contract. Delays relating to inadequate workforce will be for the contractors account.
- 4. Partial Acceptance**

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

The contractor must remove all waste material created or brought by him in the process of completing the work on a daily basis. The workspace to be left neat and tidy at the end of each work day/shift. Failure to do so will result in a non-conformance.
- 6. Overtime Payment**

The duration of this contract makes allowance for 24 hour working (incl. weekends & Public holidays), where required. Hence, no additional payment for work undertaken outside of normal working hours will be made without the prior formal approval of the Project Manager.
- 7. Maintenance Period**
 1. All goods supplied and fitted, as well as their installation shall be subjected to a twelve-month maintenance period.

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

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

- | | |
|---------------------------------------|--|
| 8. Workshop Facilities | The tenderer must have, or have access to workshop facilities within a 50km (fifty kilometer) radius of the Durban Dry Dock.
The tenderer is required to submit at the tender stage, to TNPA proof of an agreement between himself and the workshop, were access has been negotiated. |
| 9. Commissioning | Cold commissioning will take place during the course of the work. Hot commissioning will however only be done at the end of the Lay-up, and once the dredger has left the dry-dock. A period of two days has been set aside for this commissioning, and is to be included in the contract time span. The Contractor is to be present during commissioning, and must be able to immediately rectify defects. |
| 10. Site Diary | A site diary will be kept on the craft and updated every day with relevant information such as weather, personnel on board, delays, disagreements, changes and the current status of the work in progress. The contractor's representative and a designated representative of TNPA will maintain the diary. |
| 11. Additional Work | No work, which shall result in a change in the contract price or the replacement of one job with another, is to be undertaken without a written variation order. |
| 12. Ventilation | Extractor fans must be utilised for any work undertaken in the buoyancy spaces. |
| 13. Queries | Any queries regarding any part of this tender may be directed to the Procurement office. |
| 14. Compliance and Equivalence | <ol style="list-style-type: none"> 1. The material used must satisfy BV requirements. Certification to this effect must be provided at work completion. 2. Where the required material thickness is non standard, use of thicker standard material may be made. 3. Materials used must be as described in the relevant drawings, or equivalent. 4. Specifications of equivalent materials must be included with the tender documents, and these materials may not be used without prior approval from the Project Manager. |
| 15. Responsibility | <ol style="list-style-type: none"> 1. Notwithstanding any formal approval of drawings submitted to TNPA, the sole responsibility for the adequacy of the design, fabrication and installation, as well as accuracy of workmanship and quality of all materials, shall rest entirely with the Contractor who will be required to rectify any defects. (at his own costs) |
| 16. Quality Assurance | <ol style="list-style-type: none"> 1. The Contractor shall not change any design or specification feature, which has any of the following impacts without formal approval of the Project Manager. <ol style="list-style-type: none"> (a) financial (b) interface (c) safety |

- (d) Departure from customer requirements.
- 2. The sole responsibility for ensuring that all components supplied conform to the specifications shall rest with the Contractor.

17. Copyright

1. The Contractor hereby grants to TNPA a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978;
 - (a) to copy any plan, diagram, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of TNPA, by the Contractor in connection with the Works,
 - (b) to make free and unrestricted use thereof for its own purposes,
 - (c) to provide copies thereof to consultants of TNPA to be used by them for the purpose of the consultancy and
 - (d) to provide other parties with copies thereof for the purpose of tenders invited by it.
2. The Contractor, furthermore, if any plan, diagram, specification, bill of quantities, design calculation or other similar document made, other than under the direction or control of TNPA by any principal or subcontractor of the Contractor, is used in connection with the Works, shall cause such principal or subcontractor to grant to TNPA a similar non-exclusive license for the purpose set out herein.
3. The provisions of this clause shall not apply to documents made, in the case of equipment to be supplied, in connection with the manufacturing process of the equipment supplied but only to the equipment supplied itself.
4. No separate or extra payment shall be due by TNPA in respect of any non-exclusive license granted in terms of this clause.

Commercial Specification

- | | |
|------------------------------|--|
| 1. Contract time span | <p>The contract will be awarded for 3 Years. The lay up of each vessel will be treated as an individual project with specific deadline dates.</p> <p>21 consecutive days will be permitted for each lay up with a further 2 days for commissioning.</p> |
| 2. Occupancy | <p>Tenderers are to note that they will not have sole occupation of the craft, and that other contractors and ship's own personnel will be undertaking work simultaneously.</p> |
| 3. Contract Plan | <p>The Tenderer with his first hand knowledge of contracts of this nature, his own capabilities and the current activity in the engineering environment is to give a schedule for execution of the works, within the stipulated time. The response should be in the form of a bar chart (Gantt Chart), clearly indicating milestones for progress measurements and/or contract payments due, and must cover the main activities and make provision for normal weather conditions, all public holidays, annual holidays, close down periods and periods affecting repairs to plant or overhaul of plant which would ordinarily occur within the scheduled time. These documents should also include full particulars on facilities required by the tenderer, to complete the works, within the stipulated time.</p> |
| 4. Craft Location | <p>The lay-up work is to be undertaken at the Port of Durban, in the dry dock. The tenderer will be notified of the latest dry docking schedule.</p> |
| 5. Penalty | <p>In the event of the Contractor failing to complete the WORKS by the date stated in</p> |

the Contract, or by such extended date as may be allowed under Clauses 17 and 28 of the General Conditions of Contract, **he shall pay to TNPA Dredging Services for every day beyond such date, as a penalty, a sum of R40 000.00 up to a max of R 400 000.00 per lay up.** Any amount becoming payable to TNPA under this clause may be recovered in any of the ways described in Clause 34 of the General Conditions of Contract.

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

Preamble to Schedule of Quantities and Prices

- 1. Information** The Schedule of Quantities and Prices contains pages numbered consecutively. Before the Tenderer submits his tender he should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing is indistinct, or the Schedule contains any obvious errors, he should apply to the Project Manager at once and have this rectified, as no liability whatsoever will be admitted by the Project Manager in respect of errors in the tender due to the Tenderer foregoing the above.

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

- 3. Rate Inclusions** The description of each item shall, unless otherwise stated in the Schedule, be held to include:

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

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

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

- 4. Rate Exclusions** The contract does not include:
- any work concerning X-rays and Ultra-sonic testing,
 - Cranage,
 - Water,
 - Electricity,
 - Port Authority Charges.
- These will be handled separately by Dredging Services. All other costs related to this contract are for the contractor's account.
- 5. Significant Figures**
1. All mass quantities have been rounded off to two decimal places.
 2. Totals entered into the Schedule must also use two decimal places.
- 6. Rate Extensions** The offered rates must be multiplied by the specified quantities, and the relevant total reflected. The Project Manager reserves the right the right to rectify arithmetic errors, and to adjust the total accordingly.
- 7. Alterations** No alteration, erasure or addition is to be made in the text of the Schedule of Quantities and Prices. Should any alteration, erasure or addition be made, it will be overlooked, and the original wording of the Schedule adhered to.
- 8. Quantities** The quantities as set out in the Schedule are estimated quantities derived from drawings and approximations, and are therefore not to be taken as the actual and correct quantities. Measurement and valuation shall be performed in accordance with the Conditions of Contract at accepted work completion. In so doing, the final value of the work shall be ascertained.
- Notwithstanding the fact that the lengths of cables and cable sleeves, as listed in the Schedule, have been measured from scaled drawings, the Contractor shall check such lengths on site before ordering of such material, as no additional payment for excess will be made. Any allowance for off-cuts shall be made in the unit rates. The final measurement shall be based on the nett route lengths of the cables and cable sleeves only. Under no circumstances will payment be made for wastage, i.e. for surplus cable left on drums.
- All measurements are nett, unless otherwise stated. Tenderers must therefore allow for all wastage in their rate.
- 9. Adjustments** The offered Schedule will be checked and the Project Manager reserves the right to call for adjustments to any individual price, and to rectify any discrepancy.
- 10. Amounts and Rates** The amounts and rates to be inserted in the Schedule shall be the full inclusive amounts to the Tenderer for the work described under the various items.
- Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes, liabilities and obligations set forth or implied in the documents on which this Tender is based.
- An amount or rate shall be entered against each item in the, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the amounts or rates in the Schedule.
- Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Schedule, he should note the fact that he is entitled, under

various circumstances, to payment for additional work carried out; and that the Project Manager is obliged to base his assessment of the rates to be paid for such additional work on the rates offered in the Schedule.

Unless a separate rate for the supply and the installation of any item is specifically called for, the supply and installation costs of any item shall be fully included in the rate.

11. Variations

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

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

12. Manufacturer's instructions

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

13. Day-work

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

14. Provisional Sums

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

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

TECHNICAL EVALUATION				
Criteria	Item	Indicator	Breakdown of score	MAX Score
Experience and Competency	<i>Provide written confirmation of previous experience on projects of a similar nature on vessels/floating plants/Maritime Industry. Provide 3 references from reputable Clients in terms of type of work done, type of vessel, vessel name, including reference's contact names and contact numbers.</i>	1. Ea. letter must be endorsed by the Respondent/ or Client/ or Customer. 2. Ea. letter must have the vessel name and type. 3. Ea. letter must state what type of service was supplied to the vessels mentioned in the aforementioned #2.	1. 3 reference letters submitted as mentioned by Indicators 1, 2 and 3 = 20 . 2. 2 reference letters submitted as mentioned by Indicators 1, 2 and 3 = 15 . 3. 1 reference letter is submitted as mentioned by Indicators 1, 2 and 3 = 5 . 4. If no letters are submitted as mentioned by the Indicators = 0 .	20
Project Timelines	<i>Lay-up Work: Provide a detailed project schedule showing sequence of activities for the contract duration during lay-up work. Time to complete tasks (Tenderers must specify duration to complete the work per craft during lay-up).</i>	1. Schedule covers all three dredgers individually i.e. Isandlwana, Ilembe and Italeni. 2. Schedule covers a 21-day work timeline for all three dredgers individually i.e. Isandlwana, Ilembe and Italeni. 3. Schedule must cover key activities as per the scope of work for all three dredgers individually i.e. Isandlwana, Ilembe and Italeni. 4. Schedule must reflect a critical path in the timeline for all three dredgers individually i.e. Isandlwana, Ilembe and Italeni.	1. Schedule covers all three dredgers individually i.e. Isandlwana, Ilembe and Italeni = 9 (3points per dredger). 2. Schedule covers a 21-day work timeline for all three dredgers individually i.e. Isandlwana, Ilembe and Italeni = 9 (3points per dredger). 3. Schedule must cover key activities as per the scope of work for all three dredgers individually i.e. Isandlwana, Ilembe and Italeni = 9 (3points per dredger). 4. Schedule must reflect a critical path in the timeline for all three dredgers individually i.e. Isandlwana, Ilembe and Italeni = 3 (1point per dredger). 5. If the response doesn't meet the Indicators = 0 .	30
	<i>Callouts, Breakdowns and Unforeseen Work: Provide written confirmation in respect of meeting critical lead times and delivery in respect of call-outs, breakdowns and unforeseen work.</i>	1. Written letter confirming that all critical lead times will be met in terms of breakdowns will be 2-hours.	1. Letter 1 submitted as mentioned by Indicator 1 = 10 . 2. Letter submitted accepting partial terms and can respond within 3-6 hours = 5 . 3. Letter submitted accepting partial terms and can respond within 6-9 hours = 2 . 4. If no letters are submitted as mentioned by the Indicators = 0 .	10
Resources	<i>Provide adequate resources and capacity to undertake the work that is dependable, consistent, competent and efficient.</i>	1. Provide list of resources to be used for day-shift and night-shift working. List must include Project Manager, Safety Representative, Supervisor, Skilled, Semi-Skilled and Unskilled names. All applicable CV(s)/ or work experience including industry required standard accreditations that the individual resource is required to have must be submitted. 2. Provide location of workshop by submitting a letterhead, google GPS location, or utilities account and or lease agreement.	1. List of resources to be used for day-shift and night-shift working = 2.5 . 2. List includes Project Manager, Safety Representative, Supervisor, Skilled, Semi-Skilled and Unskilled names = 2.5 . 3. All applicable CV(s)/ or work experience including industry required standard accreditations that the individual resource is required to have must be submitted = 5 . 4. Provide location of workshop by submitting a letterhead, google GPS location, or utilities account and or lease agreement that is within 60kms = 10 . 5. Provide location of workshop by submitting a letterhead, google GPS location, or utilities account and or lease agreement that is within 90kms = 5 . 6. Provide location of workshop by submitting a letterhead, google GPS location, or utilities account and or lease agreement that is within 120kms = 2.5 . 7. If the response doesn't meet the Indicators = 0 .	20
Safety	<i>Provide all required safety documentation limit any potential risk.</i>	1. Provide a valid letter of good standing with worker's compensation fund. 2. Provide a SHE Plan related to the work to be performed. 3. Provide a Risk Assessment related to the work to be performed. 4. Provide a COVID Management Plan related to the work to be performed.	1. Provide a valid letter of good standing with worker's compensation fund = 5 . 2. Provide a SHE Plan related to the work to be performed = 5 . 3. Provide a Risk Assessment related to the work to be performed = 5 . 4. Provide a COVID Management Plan related to the work to be performed = 5 . 5. If the response doesn't meet the Indicators = 0 .	20
TOTAL SCORE			Minimum technical threshold is 70%	100

**National Ports Authority
A DIVISION OF TRANSNET LIMITED
(REGISTRATION NO 1990/000900/06)**

**SCHEDULE OF QUANTITIES AND PRICES
DREDGE EQUIPMENT REPAIRS FOR DREDGING SERVICES FLEET**

YEAR 1

GENERAL AREA		DESCRIPTION	QTY	UNIT	TENDERED RATE	TENDERED AMOUNT
VESSEL: ILEMBE						
A) GATE VALVE REPAIRS 800mm	1	Remove and refit suitable pipe sections to gain access to the gate valves. For Gate Valve 27304-001				
	1.1	Pipe 27301-007 (Mass 524.9kg)	1	each		
	1.2	Cast Pipe 27302-002 (Mass 2327.1kg) For Gate Valve 27304-002	1	each		
	1.3	Cast Pipe 27302-003 (Mass 2141.5kg)	1	each		
	1.4	Cast Pipe 27302-004 (Mass 1012.6kg)	1	each		
	1.5	Pipe 27301-011 (Mass 224.8kg) For Gate Valve 27304-003 & Gate Valve 27314-001	1	each		
	1.6	Pipe 27311-001 (Mass 420.5kg)	1	each		
	1.7	Cast Pipe 27302-007 (Mass 2141.5kg) For Gate Valve 27314-002 & Gate Valve 27314-003	1	each		
	1.8	Cast Pipe 27312-005 (Mass 1182.4kg)	1	each		
	1.9	Cast Pipe 27312-004 (Mass 2032.1kg)	1	each		
	1.10	Pipe 27311-008 (Mass 420.7kg)	1	each		
	1.11	Pipe 27311-007 (Mass 2294.8kg)	1	each		
	2	Supply M30x110mm bolts and nuts (HT 8.8)	100	each		
	3	Supply packing/ neoprene gaskets	12	each		
	4	Strip and replace worn parts of the gate valves	6	each		
	5	Welding repairs on valves	8	hr		
	6	Inspect the spades for damage, includes straightening and grinding of the knife-edges.	8	hr		
	7	Remove gate valve and refit upon completion of repairs	1	each		
	8	Test & inspect the hydraulic cylinders.	6	each		
	9	Commission the gate valves.	6	each		
B) GATE VALVE REPAIRS 900mm	1	Remove and refit suitable pipe sections to gain access to the gate valves. For Gate Valve 27254-001				
	1.1	Cast Pipe 27252-001 (Mass 438.5kg) For Gate Valve 27244-001	1	each		
	1.2	Expansion piece 2710-002.01 (Mass 1287.4kg)	1	each		
	1.3	Cast Pipe 27242-002 (Mass 2733.3kg)	1	each		
	1.4	Pipe 27241-003 (Mass 385.8kg) For Gate Valve 27254-002	1	each		
	1.5	Pipe 27251-003 (Mass 1119.1kg)	1	each		
	2	Supply M30x110mm bolts and nuts (HT 8.8)	100	each		

	3	Supply packing/ neoprene gaskets	8	each		
	4	Strip and replace worn parts of the gate valves	3	each		
	5	Welding repairs on valves	8	hr		
	6	Inspect the spades for damage, includes straightening and grinding of the knife-edges.	8	hr		
	7	Remove gate valve and refit upon completion of repairs	1	each		
	8	Test & inspect the hydraulic cylinders.	3	each		
	9	Commission the gate valves.	3	each		
C) DRAGHEAD, SIDE TRAIL PIPE, SLIDING PIECE ARRANGEMENT & SUCTION TUBE INLET	1	Remove the trailing suction mouth arrangement (Draghead & Visor), Item 9 on the drawing 01278-0341-020. .	1	sum		
	2	Remove the visor (Item 401) from the draghead (101). Refer to drawing 50414259.	1	sum		
	3	Inspect draghead/visor bushes (Item 132 & 430, drawing 50414259).	1	sum		
	4	Renew the visor seals (Item 104, drawing 50414259). Dredging Services will supply the seals.	1	sum		
	5	Renew the worn out draghead teeth. Dredging Services will supply the draghead teeth.	24	each		
	6	Manufacture, supply and fit new locking plates, pins and bushes as per drawing 50414259:				
	6.1	Locking plate, Item 138 – L=100mm, W=30mm, t=8mm, material: S235JR	4	each		
	6.2	Shaft, Item 139 – D=50mm, L=120mm, material: C45	8	each		
	6.3	Ring, Item 145 – OD=85mm, ID=51mm, t=8mm, material: S235JR	4	each		
	6.4	Split pin, Item 146 – OD=10mm, 80mm, DIN94, Elec. Galv., material: Steel	4	each		
	6.5	Shaft, Item 102 – D=150mm, L=218mm, Material: 42CrMo4+QT	4	each		
	6.6	Cover, Item 103 – D=203mm, material: S235JR	4	each		
	6.7	Bush, Item 132 – OD=183mm, ID=152mm, L=59mm, material: X120Mn12	8	each		
	6.8	Bush, Item 430 – OD=183mm, ID=152mm, L=89mm, material: X120Mn12	4	each		
	7	Remove the lower pipe arrangement. Remove the associated jetwater pipeline. Remove the Suction Hoses (Item 4) and renew if required.	1	sum		
	8	Remove the upper pipe arrangement. The pipe needs to be split at the arm piece arrangement (Item 5). Remove the associated jetwater pipeline. Remove the Suction Hoses (Item 4) and renew if required.	1	sum		
	9	Remove the Suction Bend and associated jetwater pipeline	1	sum		
	10	Inspect the suction bend, futtock and bush. Measure the clearances.	1	sum		
	11	Manufacture, supply and install new bush for suction bend. D=142mm, d=112mm, L=49mm, quantity: 4 off, material: 17MnV6.	4	each		
	12	Suction Bend must be built up & machined to size.	8	hr		
	13	Inspect the bushes, shafts (Item 13, 6 off) and locking plates (Item 14, 10 off) on the arm piece arrangement (Item 5) on drawing T50064166.	1	sum		
	14	Manufacture, supply and install the following items for the arm piece:				
	14.1	Shaft, Item 13 – D=110mm, L=223mm, Material: C35	6	each		
	14.2	Locking plate, Item 14 – L= 270mm, b 25mm, Material: S275J2	10	each		

	15	The sliding piece arrangement (drawing 50409736) is to be stripped & the pins & bushes to be checked for wear. Renew pins & bushes if required.	1	sum		
	16	Contractor to manufacture and supply new pins and bushes as listed below:				
	16.1	Pin, Item 143 – D=22mm, L=125mm, Material: S275JR	2	each		
	16.2	Bush, Item 159 – D=22mm, d=18mm, L=19mm, Material: S235G2T	10	each		
	17	Inspect and repair wedge guides on sliding piece arrangement.	1	sum		
	18	Inspect wear down on wire sheave (on sliding piece arrangement) and associated supports and locking plates.	1	sum		
	19	Replace the turning gland with new one.	1	sum		
	20	Refit the Sliding Piece arrangement, suction bend, Side Trail Pipe sections and rotate the pipe through 180 degrees. Modify jet water pipe supports and cable trunking to suit the rotation of the pipe.	1	sum		
	21	Refit the repaired draghead and visors.	1	sum		
	22	Crack test all the flange welding of the Side Trail Pipe	1	sum		
	23	Supply and renew the following bolts and nuts on the side trail pipe:				
	23.1	M30 x 150mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	28	each		
	23.2	M30 x 130mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	40	each		
	23.3	M36 x 110mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	50	each		
	23.4	M36 x 120mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	28	each		
	24	Repair cardan ring arrangement (Item 7 on Drawing T50064166).	16	hr		
	25	Renew the fender rubber.	10	each		
	26	The Suction Bend must be lowered on the wedges to check the sealing.	1	sum		
	27	Check the alignment of the sliding piece with the guides and elbow.	1	sum		
	28	The following items are to be inspected on the suction inlet and their clearances are to be measured (refer to drawing 01278-1419-100):				
	28.1	Item 001 - Outer tube	1	sum		
	28.2	Item 002 – Retaining ring	1	sum		
	28.3	Item 003 – Liner	1	sum		
	28.4	Item 004 – Sealing ring	1	sum		
	28.5	Item 005 – Wedge type III	1	sum		
	28.6	Item 006 – Wedge type II	1	sum		
	28.7	Item 007 – Jetwater hull connection	1	sum		
	28.8	Item 008 – Wedge pieces, quantity: 2 off	1	sum		
	28.9	Hull connection ring for suction inlet Ø900mm, drawing 01278-1419-140	1	sum		
	29	Mechanically de-rust damaged areas of the side trail pipe.	12	m2		
	30	Touch up the side trail pipe with one (1) coat of primer.	12	m2		
	31	Touch up the side trail pipe with one (1) coat of intermediate.	12	m2		
	32	Touch up the side trail pipe with one (1) coat of topcoat.	12	m2		
D) TRUNNION, INTERMEDIATE AND DRAGHEAD GANTRY REPAIRS	1	Draghead Gantry (Refer to drawing T50067252):				
	1.1	Remove the A-Frame, Item 1 (mass=5727kg). Inspect for damage and refit upon completion of repairs.	1	sum		
	1.2	Remove, clean, inspect and crack test 4 off wire sheaves, Item 6 (D=900mm, D=44mm, Mass=1030.8kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.	4	each		

	1.3	Manufacture, supply and fit new pins and bushes:				
	1.3.1	Shaft, Item 11 – D=170mm, L=325mm, Material: C35	4	each		
	1.3.2	Shaft, Item 15 – D=120mm, L=290mm, Material: 42CrMo4+QT	1	each		
	1.3.3	Shaft, Item 18 – D=130mm, L=669mm, Material: S355J2	1	each		
	1.3.4	Bearing bush, Item 2 on drawing T50070009 – OD=190mm, ID=170mm, L=190mm, Material: CuSn11Pb2-C	4	each		
	1.3.5	Locking plate, Item 29 – L=190mm, W=50mm, Th=15mm, Material: S355J2	4	each		
	1.4	Inspect the deck support covers, pins & bushes for wear.	1	sum		
	1.5	All the grease lines (8 off) and grease points (8 off) to be checked out, repaired, purged and greased.	8	each		
	1.6	Replace any missing brackets on grease lines and safety pawl airline.	2	each		
	1.7	Inspect all wire rope guards and repair if required.	2	each		
	2	Intermediate Gantry (Refer to drawing T50066451):				
	2.1	Remove the A-Frame, Item 1 (mass= 4241kg). Inspect for damage and refit upon completion of repairs.	1	sum		
	2.2	Remove, clean, inspect and crack test 3 off wire sheaves, Item 4 (D=800mm, D=40mm, Mass=556,5kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.	3	each		
	2.3	Manufacture, supply and fit new pins and bushes:				
	2.3.1	Shaft, Item 7 – D=160mm, L=290mm, Material: C35	3	each		
	2.3.2	Bearing bush, Item 2 on drawing T50070009 – OD=±180mm, ID=160mm, L=170mm, Material: CuSn11Pb2-C	3	each		
	2.3.3	Locking plate, Item 19 – L=190mm, W=50mm, Th=12mm, Material: S355J2	6	each		
	2.4	Inspect the deck support covers, pins & bushes for wear.	1	sum		
	2.5	All the grease lines (8 off) and grease points (8 off) to be checked out, repaired, purged and greased.	8	each		
	2.6	Replace any missing brackets on grease lines and safety pawl airline.	2	each		
	2.7	Inspect all wire rope guards and repair if required.	3	each		
	3	Trunnion Gantry (Refer to drawing T50065970):				
	3.1	Remove the A-Frame, Item 3 (mass= 2273kg). Inspect for damage and refit upon completion of repairs.	1	sum		
	3.2	Inspect the deck support covers, pins & bushes for wear.	1	sum		
	3.3	All the grease lines (15 off) and grease points (6 off) to be checked out, repaired, purged and greased.	1	sum		
	3.4	Replace any missing brackets on grease lines and safety pawl airline.	2	each		
	3.5	Inspect all wire rope guards and repair if required.	1	each		
	4	Paint the gantry sheaves.				
	4.1	Apply one (1) full coat of primer	7	each		
	4.2	Apply one (1) full top coat	7	each		
	5	Repair/renew forward draghead and intermediate fixed gantry supports.	16	hr		
	6	Crack test deck around fixed part of draghead and intermediate gantry.	1	sum		
	7	Repair/renew draghead and intermediate saddle.	2	each		
	8	Weld up all worn welds.	16	hr		
E) REPLACE DREDGE PIPES	1	Fabricate and supply dredge pipe sections as per scope of work as and when required by the dredger:				
	1.1	27311-007	1	each		

	1.2	27311-006	1	each		
	1.3	27311-005	1	each		
	1.4	27311-004	1	each		
	1.5	27311-003	1	each		
	1.6	27311-002	1	each		
	1.7	27311-001	1	each		
	1.8	27301-013	1	each		
	1.9	27301-012	1	each		
	1.10	27301-009	1	each		
	1.11	27301-007	1	each		
	2	Remove old dredge pipes and install and commission new pipes.	3	each		
	3	All pipes repaired or replaced must go through the following leak tests:				
	3.1	Hydrostatic Pressure test to 15 bar in the workshop	3	each		
	3.2	MPI tests of all welds	3	each		
	3.3	Pressure test to 12 bar during commissioning.	3	each		
F) DREDGE PUMP INSPECTION/ SERVICE/ REPAIRS (AS PER MANUAL)	1	Remove the expansion piece and inspect for signs of damage or corrosion.	1	sum		
	2	Remove the suction cover and suction nozzle liner and inspect for wear, damage and corrosion. Install new suction nozzle and suction cover if required.	1	sum		
	3	Examine the gap between the impeller and the wearing plates.	1	sum		
	4	Remove and inspect the suction side wearing plates and replace if required.	1	sum		
	5	Inspect shaft cover.	1	sum		
	6	Remove and inspect the impeller.	1	sum		
	7	Remove and inspect the shaft side wear plate.	1	sum		
	8	Remove and inspect the throttle plate	1	sum		
	9	Inspect the shaft end and liquidyne seal.	1	sum		
	10	Replace the liquidyne seal if required.	1	sum		
	11	Remove and inspect the water chamber	1	sum		
	12	Inspect the lip seal rings.	1	sum		
	13	Inspect the pump casing for wear.	1	sum		
	14	Remove and replace pump casing if required.	1	sum		
	15	Supply and renew the following O-rings (O-rings to be cut and joined to the required lengths):				
	15.1	Thickness=13mm	16	m		
	15.2	Thickness=8mm	4	m		
	16	Supply and renew dowty rings:				
	16.1	Item 133: ID=23.45mm, OD=31.8mm, thickness=2.5mm	18	each		
	16.2	Item157: ID=33.85mm, OD=42.8mm, thickness=3.25mm	7	each		
	17	Refit all the parts that have been removed.	1	sum		
	18	Test and commission the pump.	1	sum		
G) REPLACE JET WATER PUMP (2 off)	1	Remove top covers and do an inspection of the pump condition.	2	sum		
	2	Disconnect pump from the motor.	2	sum		
	3	Rig pump out of the vessel.	2	sum		

	4	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	2	sum		
	5	Replace worn parts.	16	hr		
	6	Rig in repaired/new pump in position.	2	sum		
	7	Re-connect pump to motor.	2	sum		
	8	Re-install pump.	2	sum		
	9	Laser align pump.	2	sum		
	10	Test and commission pump.	2	sum		
H) REPLACE GLAND WATER PUMP (2 off)	1	Disconnect pump from the motor.	2	sum		
	2	Rig pump out of the vessel.	2	sum		
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	2	sum		
	4	Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.	16	hr		
	5	Rig in repaired/new pump in its original position.	2	sum		
	6	Re-connect pump to motor.	2	sum		
	7	Re-install pump.	2	sum		
	8	Laser align pump.	2	sum		
	9	Test and commission pump.	2	sum		
I) REPLACE JET WATER PIPES AND FITTINGS IN VOID SPACES	1	Fabricate, supply, install, commission and test steel piping & fittings for jetwater lines as per below:				
		Steel pipes:				
	1.1	DN 500, schedule 20	2	m		
	1.2	DN 450, schedule 20	2	m		
	1.3	DN 400, schedule 20	2	m		
	1.4	DN 350, schedule 30	2	m		
	1.5	DN 400, schedule 40	2	m		
	1.6	DN 350, schedule 40	2	m		
	1.7	DN 300, schedule 40	2	m		
	1.8	DN 250, schedule 40	2	m		
	1.9	DN 200, schedule 40	2	m		
	1.10	DN 200, schedule 60	2	m		
	1.11	DN 150, schedule 80	2	m		
	1.12	DN 100, schedule 80	2	m		
		Flanges:				
	1.13	DN 500	2	each		
	1.14	DN 450	2	each		
	1.15	DN 400	2	each		
	1.16	DN 350	2	each		
	1.17	DN 300	2	each		
	1.18	DN 250	2	each		
	1.19	DN 200	2	each		
	1.20	DN 150	2	each		
	1.21	DN 100	2	each		
		T-pieces:				

	1.22	DN 500	1	each		
	1.23	DN 450	1	each		
	1.24	DN 400	1	each		
	1.25	DN 350	1	each		
	1.26	DN 300	1	each		
	1.27	DN 250	1	each		
	1.28	DN 200	1	each		
	1.29	DN 150	1	each		
	1.30	DN 100	1	each		
		90° Elbows (Standard):				
	1.31	DN 500	1	each		
	1.32	DN 450	1	each		
	1.33	DN 400	1	each		
	1.34	DN 350	1	each		
	1.35	DN 300	1	each		
	1.36	DN 250	1	each		
	1.37	DN 200	1	each		
	1.38	DN 150	1	each		
	1.39	DN 100	1	each		
		45° Elbows (Standard):				
	1.40	DN 500	1	each		
	1.41	DN 450	1	each		
	1.42	DN 400	1	each		
	1.43	DN 350	1	each		
	1.44	DN 300	1	each		
	1.45	DN 250	1	each		
	1.46	DN 200	1	each		
	1.47	DN 150	1	each		
	1.48	DN 100	1	each		
		Concentric Reducers:				
	1.49	DN500 - DN450	1	each		
	1.50	DN450 - DN400	1	each		
	1.51	DN 400 - DN 350	1	each		
	1.52	DN 350 - DN 300	1	each		
	1.53	DN 300 - DN 250	1	each		
	1.54	DN 250 - DN 200	1	each		
	1.55	DN 200 - DN 150	1	each		
	1.56	DN 150 - DN 100	1	each		
J) ADDITIONAL WORK	1	Replace Bow Coupling Seal (1 off). Dredging Services to supply the seal.	1	each		
	2	Replace overflow cylinder Seal (1 off). Dredging Services to supply the seal.	1	each		
	3	Supply, erect and dismantle scaffolding as and when required:				
	3.1	Towers	1000	m3		
	3.2	Drop	200	m3		
K) UNFORESEEN WORK		The following facilities and labour should be supplied to complete unforeseen work:				
	1.1	Machine shop	50	hrs		

	1.2	Skilled supervisor	100	hrs		
	1.3	Skilled labour	100	hrs		
	1.4	Semi-skilled labour	100	hrs		
	1.5	Unskilled labour	100	hrs		
	2	Provisional amount				
VESSEL: ISANDLWANA						
A) GATE VALVE REPAIRS 800mm (8 off)	1	Remove and refit suitable pipe sections to gain access to the gate valves. For Gate Valve 2730-01 (ALMO Valve)				
	1.1	Pipe 2730-15 (Mass 573kg) For Gate Valve 2730-42 & Gate Valve 2730-43	1	each		
	1.2	Pipe 2730-22 (Mass 303kg)	1	each		
	1.3	Cast Pipe 2730-40 (Mass ±2250kg)	1	each		
	1.4	Pipe 2730-47 (Mass 288kg)	1	each		
	1.5	Pipe 2730-41 (Mass 288kg) For Gate Valve 2730-02	1	each		
	1.6	Cast Pipe 2730-26 (Mass ±2100kg)	1	each		
	1.7	Pipe 2730-30 (Mass 573kg) For Gate Valve 2731-01 & 2730-03	1	each		
	1.8	Cast Pipe 2730-35 (Mass ±2100kg)	1	each		
	1.9	Pipe 2730-39 (Mass 573kg) For Gate Valve 2731-02 & Gate Valve 2731-03	1	each		
	1.10	Cast Pipe 2731-21 (Mass ±2100kg)	1	each		
	1.11	Cast Pipe 2731-22 (Mass ±1040kg)	1	each		
	1.12	Pipe 2731-23 (Mass 573kg)	1	each		
	2	Supply M30x110mm bolts and nuts (HT 8.8)	100	each		
	3	Supply packing/ neoprene gaskets	8	each		
	4	Strip and replace worn parts of the gate valves as indicated by Dredging Services.	8	each		
	5	Welding repairs	20	hr		
	6	Inspect the spades for damage, includes straightening and grinding of the knife-edges.	20	hr		
	7	Remove old gate valve and install new/ refurbished gate valve	1	each		
	8	Test & inspect the hydraulic cylinders.	8	each		
	9	Commission the repaired gate valves.	8	each		
B) GATE VALVE REPAIRS 900mm (3 off)	1	Remove and refit suitable pipe sections to gain access to the gate valves. For Gate Valve 2725-01				
	1.1	Cast Pipe 2725-04 (Mass 388kg) For Gate Valve 2725-02	1	each		
	1.2	Pipe 2725-06 (Mass 899kg) For Gate Valve 2724-01	1	each		
	1.3	Expansion piece 2724-09 (Mass 1287.4kg)	1	each		
	1.4	Cast Pipe 2724-07 (Mass 3200kg)	1	each		
	1.5	Pipe 2724-06 (Mass 399kg)	1	each		

	2	Supply M30x110mm bolts and nuts (HT 8.8)	100			
	3	Supply packing/ neoprene gaskets	3	each		
	4	Strip and replace worn parts of the gate valves	3	each		
	5	Welding repairs	20	hr		
	6	Inspect the spades for damage, includes straightening and grinding of the knife-edges.	20	hr		
	7	Remove old gate valve and install new/ refurbished gate valve	1	each		
	8	Test & inspect the hydraulic cylinders.	3	each		
	9	Commission the repaired gate valves.	3	each		
C) DRAGHEAD, SIDE TRAIL PIPE, SLIDING PIECE ARRANGEMENT & SUCTION TUBE INLET		Draghead & Visor:				
	1	Remove the trailing suction mouth arrangement (Draghead & Visor), Item 14 on the drawing 01256-0341-020. Approximate mass 11016kg, dredge pipe connection 28 off bolts & nuts (M36x120mm) and jetwater connection 16 off bolts & nuts. This must be done first so that the Repair Workshop can repair it.	1	sum		
	2	Remove the visor (Item 401) from the draghead (101). Refer to drawing 50409200B. Approximately 34 off bolts and nuts, 2 off shafts (Item 139), 2 off locking plates (Item 138), 2 off shafts (Item 140), 2 off rings (Item 145), 2 off split pins (Item 146), 2 off shafts (Item 102) and 2 off covers/locking plates (Item 103).	1	sum		
	3	Inspect draghead/visor bushes (drawing 50409200B), Item 132 (4 off) & Item 430 (2 off).	1	sum		
	4	Inspect the seals (Item 104 & 108), strip for seal (Item 105 & 109) and stelstrip (Item 113).	1	sum		
	5	Renew the seals (Item 104 & 108).	1	sum		
	6	Renew the worn out draghead teeth (Item 404).	24	each		
	7	Manufacture, supply and fit new locking plates, pins and bushes as per drawing 50409200B:				
	7.1	Locking plate, Item 138 – L=100mm, W=30mm, t=8mm, material: S355J2G3	2	each		
	7.2	Shaft, Item 139 – D=50mm, L=120mm, material: C45	2	each		
	7.3	Ring, Item 145 – OD=85mm, ID=51mm, t=8mm, material: S355J2G3	2	each		
	7.4	Split pin, Item 146 – OD=10mm, 80mm, DIN94, Elec. Galv., material: S355J2G3	2	each		
	7.5	Shaft, Item 102 – D=150mm, L=218mm, Material: 42CrMo4+QT	2	each		
	7.6	Cover, Item 103 – D=203mm, material: S355J2G3	2	each		
	7.7	Bush, Item 132 – OD=183mm, ID=152mm, L=59mm, material: 17MnV6	4	each		
	7.8	Bush, Item 430 – OD=183mm, ID=152mm, L=89mm, material: 17MnV6	2	each		
	8	Refit the draghead and visors upon completion of repairs on side trail pipe.	1	sum		
		Side trail pipe (Refer to drawing 50409771):				
	9	Remove the lower pipe arrangement . Remove the associated jetwater pipeline . Remove the Suction Hoses (Item 260) and renew if required.	1	sum		
	10	Remove the upper pipe arrangement. The pipe needs to be split at the arm piece arrangement. Remove the associated jetwater pipeline. Remove the Suction Hoses and renew if required.	1	sum		

	11	Remove the Suction Bend, Item 160 (4277kg) and associated jetwater pipeline.	1	sum		
	12	Inspect the suction bend, futtock and bush. Measure the clearances.	1	sum		
	13	Manufacture, supply and install new bush for suction bend. D=142mm, d=112mm, L=49mm, quantity: 4 off, material: 17MnV6.	4	each		
	14	The Suction Bend must be built up & machined to size. Repairs will be carried out as per the Labour Schedule.	24	hrs		
	15	Inspect the bushes, shafts (Item 801, 6 off) and locking plates (Item 804, 10 off) on the arm piece arrangement.	1	sum		
	16	Manufacture, supply and install the following items for the arm piece:				
	16.1	Shaft, Item 801 – D=110mm, L=223mm, Material: C35 (6 off)	3	each		
	16.2	Locking plate, Item 804 – L= 270mm, b 25mm, Material: S275J2 (10 off)	5	each		
	16.3	Bush, Item 802 (drawing 50409759) – D=132mm, d=112mm, L=92mm, material: 17MnV6 (12 off)	6	each		
	16.4	Bush, Item 802 (drawing 50409760) – D=142mm, d=112mm, L=49mm, material: 17MnV6 (8 off)	4	each		
	17	The sliding piece arrangement (drawing 50409736) is to be stripped & the pins & bushes to be checked for wear. Renew pins & bushes if required. Contractor to manufacture and supply new pins and bushes as listed below:				
	17.1	Pin, Item 143 – D=22mm, L=125mm, Material: S275JR	1	each		
	17.2	Bush, Item 159 – D=22mm, d=18mm, L=19mm, Material: S235G2T	1	each		
	18	Inspect and repair wedge guides on sliding piece arrangement.	16	hrs		
	19	Inspect wear down on wire sheave (on sliding piece arrangement) and associated supports and locking plates.	1	sum		
	20	Replace the turning gland with new one if required. Dredging Services to supply.	1	sum		
	21	Refit the Sliding Piece arrangement, suction bend, Side Trail Pipe sections and rotate the pipe through 180 degrees. Modify jet water pipe supports and cable trunking to suit the rotation of the pipe.	1	sum		
	22	Crack test all the flange welding of the Side Trail Pipe	1	sum		
	23	Supply and renew the following bolts and nuts on the side trail pipe:				
	23.1	M30 x 150mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	28	each		
	23.2	M30 x 130mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	40	each		
	23.3	M36 x 110mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	50	each		
	23.4	M36 x 120mm Hex Head Bolts & nuts, 8.8; DIN931; Black.	28	each		
	24	Repair cardan ring arrangement (Item 230).	24	hrs		
	25	Renew the fender rubber.	10	each		
	26	The Suction Bend must be lowered on the wedges to check the sealing.	1	sum		
	27	Check the alignment of the sliding piece with the guides and elbow.	1	sum		
		Suction inlet (Hull)				
	28	The following items are to be inspected on the suction inlet and their clearances are to be measured (refer to drawing 01256-1418-100):				
	28.1	Item 001 - Outer tube	1	sum		
	28.2	Item 002 – Retaining ring	1	sum		
	28.3	Item 003 – Liner	1	sum		
	28.4	Item 004 – Sealing ring	1	sum		
	28.5	Item 005 – Wedge type III	1	sum		

	28.6	Item 006 – Wedge type II	1	sum		
	28.7	Item 007 – Jetwater hull connection	1	sum		
	28.8	Item 008 – Wedge pieces, quantity: 2 off	1	sum		
	28.9	Hull connection ring for suction inlet Ø900mm, drawing 01256-1418-140	1	sum		
	29	Mechanically de-rust damaged areas of the side trail pipe.	12	m2		
	30	Touch up the side trail pipe with one (1) coat of primer.	12	m2		
	31	Touch up the side trail pipe with one (1) coat of intermediate.	12	m2		
	32	Touch up the side trail pipe with one (1) coat of topcoat.	12	m2		
D) TRUNNION, INTERMEDIATE AND DRAGHEAD GANTRY REPAIRS	1	Draghead Gantry (Refer to drawing T50002758):				
	1.1	Remove the A-Frame, Item 2 (mass=5712kg). Inspect for damage and refit upon completion of repairs	1	sum		
	1.2	Remove, clean, inspect and crack test 4 off wire sheaves, Item 7 (D=900mm, D=44mm, Mass=993,2kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.	4	each		
	1.3	Manufacture, supply and fit new pins and bushes:				
	1.3.1	Shaft, Item 44 (4 off) – D=170mm, L=325mm, Material: C35	4	each		
	1.3.2	Shaft, Item 24 (1 off) – D=120mm, L=290mm, Material: 42CrMo4+QT	1	each		
	1.3.3	Shaft, Item 16 (1 off) – D=130mm, L=669mm, Material: S355J2	1	each		
	1.3.4	Bearing bush, Item 8 (4 off) – OD=190mm, ID=170mm, L=190mm, Material: CuSn11Pb2-C	4	each		
	1.3.5	Locking plate, Item 25 (4 off) – L=190mm, W=50mm, Th=12mm, Material: S235JRC	4	each		
	1.4	Inspect the deck support covers, pins & bushes for wear.	1	sum		
	1.5	All the grease lines (6 off) and grease points (6 off) to be checked out, repaired, purged and greased.	6	each		
	1.6	Inspect all wire rope guards and repair if required.	4	each		
	2	Intermediate Gantry (Refer to drawing T50002896):				
	2.1	Remove the A-Frame, Item 2 (mass= 4222,1 kg). Inspect for damage and refit upon completion of repairs.	1	sum		
	2.2	Remove, clean, inspect and crack test wire sheaves, Item 4 (D=800mm, D=40mm, Mass=532,5kg). Inspect all locking plates, shafts & bushes on the gantry sheaves for wear. Refit sheaves after renewing pins and bushes.	3	each		
	2.3	Manufacture, supply and fit new pins and bushes:				
	2.3.1	Shaft, Item 19 (3 off) – D=160mm, L=290mm, Material: C35	3	each		
	2.3.2	Bearing bush, Item 8 (3 off) – OD=180mm, ID=160mm, L=170mm, Material: CuSn11Pb2-C	3	each		
	2.3.3	Locking plate, Item 14 (6 off) – L=190mm, W=50mm, Th=12mm, Material: S355J2	6	each		
	2.4	Inspect the deck support covers, pins & bushes for wear.	1	sum		
	2.5	All the grease lines (6 off) and grease points (6 off) to be checked out, repaired, purged and greased.	1	sum		
	2.6	Replace any missing brackets on grease lines and safety pawl airline.	3	each		

	2.7	Inspect all wire rope guards and repair if required.	3	each		
	3	Trunnion Gantry (Refer to drawing 50409912):				
		Remove the A-Frame, Item 2 (mass= 2239,4 kg). Inspect for damage and refit upon completion of repairs.	1	sum		
	3.1					
	3.2	Inspect the deck support covers, pins & bushes for wear.	1	sum		
		All the grease lines (15 off) and grease points (6 off) to be checked out, repaired, purged and greased.	1	sum		
	3.3					
	3.4	Replace any missing brackets on grease lines and safety pawl airline.	3	each		
	3.5	Inspect all wire rope guards and repair if required.	1	each		
	4	Paint the gantry sheaves.				
	4.1	Apply one (1) full coat of primer	7	each		
	4.2	Apply one (1) full top coat	7	each		
	5	Repair/renew forward draghead and intermediate fixed gantry supports.	16	hr		
	6	Crack test deck around fixed part of draghead and intermediate gantry.	1	sum		
	7	Repair/renew draghead and intermediate saddle.	2	each		
	8	Weld up all worn welds.	16	hr		
E) REPLACE DREDGE PIPES	1	Fabricate and supply dredge pipe sections as per scope of work as and when required by the dredger:				
	1.1	2731-19	1	sum		
	1.2	2731-16	1	sum		
	1.3	2731-14	1	sum		
	1.4	2731-10	1	sum		
	1.5	2731-06	1	sum		
	1.6	2730-39	1	sum		
	1.7	2730-32	1	sum		
	1.8	2730-30	1	sum		
	1.9	2730-23	1	sum		
	1.10	2730-22	1	sum		
	2	Remove old dredge pipes and install and commission new pipes.	3	each		
	3	All pipes repaired or replaced must go through the following leak tests:				
	3.1	Hydrostatic Pressure test to 15 bar in the workshop	3	each		
	3.2	MPI tests of all welds	3	each		
	3.3	Pressure test to 12 bar during commissioning.	3	each		
F) DREDGE PUMP INSPECTION/SERVICE/REPAIRS (Refer to dredge pump manual)	1	Remove the expansion piece and inspect for signs of damage or corrosion.	1	sum		
	2	Remove the suction cover and suction nozzle liner and inspect for wear, damage and corrosion. Install new suction nozzle and suction cover if required. New suction cover and suction nozzle will be supplied by Dredging Services.	1	sum		
	3	Examine the gap between the impeller and the wearing plates.	1	sum		
	4	Remove and inspect the suction side wearing plates and replace if required.	1	sum		
	5	Inspect shaft cover.	1	sum		
	6	Remove and inspect the impeller.	1	sum		
	7	Remove and inspect the shaft side wear plate.	1	sum		
	8	Remove and inspect the throttle plate	1	sum		

	9	Inspect the shaft end and liquidyne seal.	1	sum		
	10	Replace the liquidyne seal if required. Dredging services to supply new seal.	1	sum		
	11	Remove and inspect the water chamber	1	sum		
	12	Inspect the lip seal rings.	1	sum		
	13	Inspect the pump casing for wear.	1	sum		
	14	Remove and replace pump casing if required. Dredging Services to supply new casing.	1	sum		
	15	Supply and renew the following O-rings (O-rings to be cut and joined to the required lengths):				
	15.1	Thickness=13mm	16	m		
	15.2	Thickness=8mm	4	m		
	16	Supply and renew dowty rings:				
	16.1	Item 133: ID=23.45mm, OD=31.8mm, thickness=2.5mm	18	each		
	16.2	Item 157: ID=33.85mm, OD=42.8mm, thickness=3.25mm	7	each		
	17	Refit all the parts that have been removed.	1	sum		
	18	Test and commission the pump.	1	sum		
G) REPLACE JET WATER PUMP (2 off)		Remove top covers and do an inspection of the pump condition. If the pump requires significant repair as witnessed by CMEQ & project manager, proceed with below steps.	2	sum		
	2	Disconnect pump from the motor.	2	sum		
	3	Rig pump out of the vessel.	2	sum		
	4	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	2	sum		
	5	Replace worn parts. Quote hourly rate. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.	16	hr		
	6	Rig in repaired/new pump in position.	2	sum		
	7	Re-connect pump to motor.	2	sum		
	8	Re-install pump.	2	sum		
	9	Laser align pump.	2	sum		
	10	Test and commission pump.	2	sum		
H) REPLACE GLAND WATER PUMP (2 off)						
	1	Disconnect pump from the motor.	2	sum		
	2	Rig pump out of the vessel.	2	sum		
	3	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	2	sum		
	4	Replace worn parts. If, major part(s) are worn replacement parts shall be supplied by Dredging Services.	16	hr		
	5	Rig in repaired/new pump in its original position.	2	sum		
	6	Re-connect pump to motor.	2	sum		
	8	Re-install pump.	2	sum		
	9	Laser align pump.	2	sum		
	10	Test and commission pump.	2	sum		
I) REPLACE JET WATER PIPES AND FITTINGS IN VOID SPACES	1	Fabricate, supply, install, commission and test steel piping & fittings for jetwater lines as per below:				

		Steel pipes:				
	1.1	DN 500, schedule 20	2	m		
	1.2	DN 450, schedule 20	2	m		
	1.3	DN 400, schedule 20	2	m		
	1.4	DN 350, schedule 30	2	m		
	1.5	DN 400, schedule 40	2	m		
	1.6	DN 350, schedule 40	2	m		
	1.7	DN 300, schedule 40	2	m		
	1.8	DN 250, schedule 40	2	m		
	1.9	DN 200, schedule 40	2	m		
	1.10	DN 200, schedule 60	2	m		
	1.11	DN 150, schedule 80	2	m		
	1.12	DN 100, schedule 80	2	m		
		Flanges:				
	1.13	DN 500	2	each		
	1.14	DN 450	2	each		
	1.15	DN 400	2	each		
	1.16	DN 350	2	each		
	1.17	DN 300	2	each		
	1.18	DN 250	2	each		
	1.19	DN 200	2	each		
	1.20	DN 150	2	each		
	1.21	DN 100	2	each		
		T-pieces:				
	1.22	DN 500	1	each		
	1.23	DN 450	1	each		
	1.24	DN 400	1	each		
	1.25	DN 350	1	each		
	1.26	DN 300	1	each		
	1.27	DN 250	1	each		
	1.28	DN 200	1	each		
	1.29	DN 150	1	each		
	1.30	DN 100	1	each		
		90° Elbows (Standard):				
	1.31	DN 500	1	each		
	1.32	DN 450	1	each		
	1.33	DN 400	1	each		
	1.34	DN 350	1	each		
	1.35	DN 300	1	each		
	1.36	DN 250	1	each		
	1.37	DN 200	1	each		
	1.38	DN 150	1	each		
	1.39	DN 100	1	each		
		45° Elbows (Standard):				
	1.40	DN 500	1	each		
	1.41	DN 450	1	each		
	1.42	DN 400	1	each		
	1.43	DN 350	1	each		

	1.44	DN 300	1	each		
	1.45	DN 250	1	each		
	1.46	DN 200	1	each		
	1.47	DN 150	1	each		
	1.48	DN 100	1	each		
		Concentric Reducers:				
	1.49	DN500 - DN450	1	each		
	1.50	DN450 - DN400	1	each		
	1.51	DN 400 - DN 350	1	each		
	1.52	DN 350 - DN 300	1	each		
	1.53	DN 300 - DN 250	1	each		
	1.54	DN 250 - DN 200	1	each		
	1.55	DN 200 - DN 150	1	each		
	1.56	DN 150 - DN 100	1	each		
J) ADDITIONAL WORK	1	Replace Bow Coupling Seal (1 off). Dredging Services to supply the seal.	1	each		
	2	Replace overflow cylinder Seal (1 off). Dredging Services to supply the seal.	1	each		
	3	Supply, erect and dismantle the following scaffolding as and when required:				
	3.1	Towers	1000	m3		
	3.2	Drop	200	m3		
K) UNFORESEEN WORK	1	The following facilities and labour should be supplied to complete unforeseen work:				
	1.1	Machine shop	50	hrs		
	1.2	Skilled supervisor	100	hrs		
	1.3	Skilled labour	100	hrs		
	1.4	Semi-skilled labour	100	hrs		
	1.5	Unskilled labour	100	hrs		
	2	Provisional amount				
VESSEL: ITALENI						
A) REPLACE JET WATER PIPES AND FITTINGS IN VOID SPACES	1	Fabricate, supply, install, commission and test steel piping & fittings for jetwater lines as per below:				
		Steel pipes:				
	1.1	OD = 323.9mm, Thickness = 14mm	2	each		
	1.2	OD = 323.9mm, Thickness = 7.1mm	2	each		
	1.3	OD = 219.1mm, Thickness = 6.3mm	2	each		
	1.4	OD = 139.7mm, Thickness = 5.6mm	2	each		
	1.5	OD = 114.3mm, Thickness = 6.3mm	2	each		
	1.6	OD = 114.3mm, Thickness = 5mm	2	each		
	1.7	OD = 60.3mm, Thickness = 6.3mm	2	each		
		Flanges:				
	1.8	DN 300, PN 16	2	each		
	1.9	DN 300, PN 10	2	each		
	1.10	DN 200, PN 16	2	each		
	1.11	DN 200, PN 10	2	each		
	1.12	DN 125, PN 16	2	each		

	1.13	DN 100, PN 16	2	each		
	1.14	DN 50, PN 16	2	each		
		T-pieces:				
	1.15	OD = 323.9mm	1	each		
	1.16	OD = 219.1mm	1	each		
	1.17	OD = 139.7mm	1	each		
	1.18	OD = 114.3mm	1	each		
	1.19	OD = 60.3mm	1	each		
		90° Elbows (Standard):				
	1.20	OD = 323.9mm	1	each		
	1.21	OD = 219.1mm	1	each		
	1.22	OD = 139.7mm	1	each		
	1.23	OD = 114.3mm	1	each		
	1.24	OD = 60.3mm	1	each		
		45° Elbows (Standard):				
	1.25	OD = 323.9mm	1	each		
	1.26	OD = 219.1mm	1	each		
	1.27	OD = 139.7mm	1	each		
	1.28	OD = 114.3mm	1	each		
	1.29	OD = 60.3mm	1	each		
		Concentric Reducers:				
	1.30	OD = 323.9mm to OD = 219.1mm	1	each		
	1.31	OD = 219.1mm to OD = 139.7mm	1	each		
	1.32	OD = 139.7mm to OD = 114.3mm	1	each		
	1.33	OD = 114.3mm to OD= 60.3mm	1	each		
B) REPLACE JET WATER VALVES IN TECHNICAL AND VOID SPACES	1	Remove faulty valve(s), strip and inspect.	5	each		

	2	Replace worn parts.	5	each		
	3	Re-install serviced valve(s).	5	each		
	4	Install new valve(s).	2	each		
	5	Test and commission valve(s).	5	each		
C) REPLACE JET WATER PUMP (2 off)	1	Remove top covers and do an inspection of the pump condition.	2	each		
	2	Disconnect pump from the motor.	2	each		
	3	Rig pump out of the vessel.	2	each		
	4	Strip and inspect pump for wear. Pump clearance specifications to be supplied by ship's crew.	2	each		
	5	Replace worn parts.	16	hr		
	6	Rig in repaired/new pump in position.	2	each		
	7	Re-connect pump to motor.	2	each		
	8	Re-install pump.	2	each		
	9	Laser align pump.	2	each		
	10	Test and commission pump.	2	each		
D) REPLACE GLAND WATER PUMP (2 off)	1	Disconnect pump from the motor.	2	each		
	2	Rig pump out of the vessel.	2	each		
	3	Strip and inspect pump for wear.	2	each		
	4	Replace worn parts.	16	hr		
	5	Rig in repaired/new pump in its original position.	2	each		
	6	Re-connect pump to motor.	2	each		
	7	Replace pump.	2	each		
	8	Re-install pump.	2	each		
	9	Laser align pump.	2	each		
	10	Test and commission pump.	2	each		
E) ADDITIONAL WORK	1	Supply, erect and dismantle the following scaffolding as and when required:				
	1.1	Towers	1000	m3		
	1.2	Drop	100	m3		
F) UNFORESEEN WORK	1	The following facilities and labour should be supplied to complete unforeseen work:				
	1.1	Machine shop	50	hrs		
	1.2	Skilled supervisor	100	hrs		
	1.3	Skilled labour	100	hrs		
	1.4	Semi-skilled labour	100	hrs		
	1.5	Unskilled labour	100	hrs		
	2	Provisional amount				
					Sub total	
					Tax	
					Total	

Respondents, if awarded the contract, are required to indicate that their prices quoted would be kept firm and fixed a period of 12 months, subject thereafter to adjustment (i.e. after the initial period of 12 months), utilizing the following percentage of 10% subject to negotiation.

MASTER AGREEMENT

entered into by and between

TRANSNET SOC LTD

and

.....

**FOR THE PROVISION OF SERVICES FOR DREDGE EQUIPMENT REPAIRS ON
VARIOUS DREDGERS, INCLUDING BUT NOT LIMITED TO ITALENI, IMPISI,
ISANDLWANA, ILEMBE AND IMPISI REPLACEMENT FOR A PERIOD OF
THREE (3) YEARS**

Agreement Number	TNPA/2022/02/0105/RFP
Commencement Date	.....
Expiry Date	.....

TABLE OF CONTENTS

1	INTRODUCTION.....	4
2	DEFINITIONS	4
3	INTERPRETATION	7
4	NATURE AND SCOPE	8
5	AUTHORITY OF PARTIES	8
6	DURATION/TERM AND CANCELLATION.....	8
7	RISK MANAGEMENT	9
8	TRANSNET'S OBLIGATIONS	9
9	GENERAL OBLIGATIONS OF SERVICE PROVIDER.....	9
10	SERVICE PROVIDER'S PERSONNEL	12
11	SUBCONTRACTING.....	12
12	PAYMENT TO SUB-CONTRACTORS	13
13	B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS	13
14	PENALTIES	14
15	FEES AND EXPENSES RELATING TO SERVICES	14
16	INVOICES AND PAYMENT	14
17	PRICE ADJUSTMENTS.....	15
18	THIRD PARTY INDEMNITY.....	16
19	TOTAL OR PARTIAL FAILURE TO PERFORM.....	16
20	RIGHTS ON CANCELLATION.....	17
21	BREACH AND TERMINATION.....	17
22	CESSION	18
23	FORCE MAJEURE.....	19
24	PROTECTION OF PERSONAL INFORMATION.....	19
25	CONFIDENTIALITY	21
26	INSURANCES	23
27	LIMITATION OF LIABILITY.....	23
28	INTELLECTUAL PROPERTY RIGHTS	24
29	NON-WAIVER	26
30	PARTIAL INVALIDITY	26
31	DISPUTE RESOLUTION	26
32	ADDRESSES FOR NOTICES	26
33	WHOLE AND ONLY AGREEMENT.....	28
34	AMENDMENT AND CHANGE CONTROL.....	28
35	GENERAL.....	28
36	DATABASE OF RESTRICTED SUPPLIER.....	28

SCHEDULE 1 – WORK ORDER NO.....	31
1 DESCRIPTION OF THE SERVICES	31
2 DELIVERABLES AND COMPLETION DATE	31
3 REPRESENTATIVE'S.....	31
4 ACCEPTANCE CRITERIA FOR DELIVERABLES.....	32
5 PROJECT MANAGEMENT MEETINGS	32
6 FEES AND DISBURSEMENTS	32
9. COMPLIANCE TO LABOUR AND ENVIRONMENTAL LAWS	33
10. CONTINUOUS IMPROVEMENT	34

1 INTRODUCTION

This Agreement is entered into by and between:

Transnet SOC Ltd [Registration Number 1990/000900/30] whose registered address is 138 Eloff Street, Braamfontein, Johannesburg, 2000, Republic of South Africa [**Transnet**]

and

..... [Registration Number] whose registered address is
..... [**Service Provider**].

NOW THEREFORE, IT IS AGREED:

- 1.1 Transnet hereby appoints Service Provider to provide, and Transnet undertakes to accept the provision of Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements / Work Orders issued as a schedule to this Agreement; and
- 1.2 Service Provider hereby undertakes to provide the Goods/Services provided for herein, as formally agreed between the Parties and in accordance with the Schedule of Requirements issued as a schedule to this Agreement.

2 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 2.1 **AFSA** means the Arbitration Foundation of South Africa;
- 2.2 **Agreement** means this Agreement and its associated schedules and/or annexures and/or appendices, and/or schedules, including the Schedule of Requirements/Work Orders, the technical specifications for the Goods/Services and such special conditions as shall apply to this Agreement, together with the General Tender Conditions and any additional provisions in the associated bid documents tendered by Service Provider [as agreed, in writing, between the Parties], which collectively and exclusively govern the provision of Services and provision of ancillary Services by Service Provider to Transnet;
- 2.3 **Background Intellectual Property** means all Intellectual Property introduced and required by either Party to give effect to their obligations under this Agreement owned in whole or in part by or licensed to either Party or their affiliates prior to the Commencement Date or developed after the Commencement Date otherwise pursuant to this Agreement;
- 2.4 **Business Day(s)** means Mondays to Fridays between 07:30 and 16:00, excluding public holidays as proclaimed in South Africa;
- 2.5 **Commencement Date** means, notwithstanding the signature date of this Agreement;
- 2.6 **Confidential Information** means any information or other data, whether in written, oral, graphic or in any other form such as in documents, papers, memoranda, correspondence, notebooks, reports, drawings, diagrams, discs, articles, samples, test results, prototypes, designs, plans, formulae, patents, or inventor's certificates, which a Party discloses or provides to the other

Party [intentionally or unintentionally, or as a result of one Party permitting the representative of the other Party to visit any of its premises], or which otherwise becomes known to a Party, and which is not in the public domain and includes, without limiting the generality of the term:

- a) information relating to methods of operation, data and plans of the disclosing Party;
- b) the contents of this Agreement;
- c) private and personal details of employees or clients of the disclosing Party or any other person where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- d) any information disclosed by either Party and which is clearly marked as being confidential or secret;
- e) information relating to the strategic objectives and planning of the disclosing Party relating to its existing and planned future business activities;
- f) information relating to the past, present and future research and development of the disclosing Party;
- g) information relating to the business activities, business relationships, products, services, customers, clients and Subcontractors of the disclosing Party where an onus rests on the disclosing Party to maintain the confidentiality of such information;
- h) information contained in the software and associated material and documentation belonging to the disclosing Party;
- i) technical and scientific information, Know-How and trade secrets of a disclosing Party including inventions, applications and processes;
- j) Copyright works;
- k) commercial, financial and marketing information;
- l) data concerning architecture, demonstrations, tools and techniques, processes, machinery and equipment of the disclosing Party;
- m) plans, designs, concepts, drawings, functional and technical requirements and specifications of the disclosing Party;
- n) information concerning faults or defects in Goods, equipment, hardware or software or the incidence of such faults or defects; and
- o) information concerning the charges, fees and/or costs of the disclosing Party or its authorised Subcontractors, or their methods, practices or service performance levels actually achieved;

2.7 **Copyright** means the right in expressions, procedures, methods of operations or mathematical concepts, computer program codes, compilations of data or other material, literary works, musical works, artistic works, sound recordings, broadcasts, program carrying signals, published editions, photographic works, or cinematographic works of the copyright owner to do or to authorise the doing of certain acts specified in respect of the different categories of works;

2.8 **Data** means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium which the Parties to this Agreement generate, collect, process, store or transmit in relation to their business;

- 2.9 **Designs** mean registered Designs and/or Design applications and will include the monopoly right granted for the protection of an independently created industrial design including designs dictated essentially by technical or functional considerations as well as topographies of integrated circuits and integrated circuits;
- 2.10 **Expiry Date** means ;
- 2.11 **Foreground Intellectual Property** means all Intellectual Property developed by either Party pursuant to this Agreement;
- 2.12 **ICC Incoterms** means the the latest version of commercial trade terms as published by the International Chamber of Commerce, Paris [ICC], which are otherwise referred to as purchase terms and which define precisely the responsibilities, costs and risks of the buyer [**Transnet**] and the seller [**the Supplier**]. Incoterms are only applicable to contracts involving the import or export of Goods from one country to another and for the purpose of this Agreement, if applicable, shall mean the designated Incoterm as stipulated in Schedule 1 hereto. Further details of the Incoterm [purchase terms] for this Agreement, if applicable, can be viewed at the International Business Training website - <http://www.i-b-t.net/incoterms.html>;
- 2.13 **Intellectual Property** means Patents, Designs, Know-How, Copyright and Trade Marks and all rights having equivalent or similar effect which may exist anywhere in the world and includes all future additions and improvements to the Intellectual Property;
- 2.14 **Know-How** means all Confidential Information of whatever nature relating to the Intellectual Property and its exploitation as well as all other Confidential Information generally relating to Transnet's field of technology, including technical information, processing or manufacturing techniques, Designs, specifications, formulae, systems, processes, information concerning materials and marketing and business information in general;
- 2.15 **Parties** mean the Parties to this Agreement together with their subsidiaries, divisions, business units, successors-in-title and assigns;
- 2.16 **Party** means either one of these Parties;
- 2.17 **Patents** mean registered Patents and Patent applications, once the latter have proceeded to grant, and includes a right granted for any inventions, products or processes in all fields of technology;
- 2.18 **Permitted Purpose** means any activity or process to be undertaken or supervised by a Staff member of one Party during the term of this Agreement, for which purpose authorised disclosure of the other Party's Confidential Information or Intellectual Property is a prerequisite in order to enable such activity or process to be accomplished;
- 2.19 **Price(s)** means the agreed Price(s) for the Goods/Services to be purchased from Service Provider by Transnet, as detailed in the Schedule of Requirements, issued in accordance with this Agreement, as amended by mutual agreement between the Parties and in accordance with the terms and conditions in this Agreement from time to time;
- 2.20 **Purchase Order(s)** means official orders issued by an operating division of Transnet to Service Provider for the supply of Goods or Services;
- 2.21 **Service(s)** means FOR THE PROVISION OF SERVICES FOR THE CLEANING OF TANKS AND BILGES ON VARIOUS DREDGERS, INCLUDING BUT NOT LIMITED TO ITALENI, IMPISI, ISANDLWANA, ILEMBE AND IMPISI REPLACEMENT FOR A PERIOD OF THREE (3) YEARS, the

Service(s) provided to Transnet by the Service Provider, pursuant to the Work Order(s) in terms of this Agreement; **Service Level Agreement** or **SLA** means the processes, deliverables, key performance indicators and performance standards relating to the Goods/Services to be provided by Service Provider;

- 2.22 **Service Provider Materials** means all works of authorship, products and materials [including, but not limited to, data, diagrams, charts, reports, specifications, studies, inventions, software, software development tools, methodologies, ideas, methods, processes, concepts and techniques] owned by, or licensed to, the Service Provider prior to the Commencement Date or independently developed by the Service Provider outside the scope of this Agreement at no expense to Transnet, and used by the Service Provider in the performance of the Services;
- 2.23 **Staff** means any partner, employee, agent, consultant, independent associate or contractor, Subcontractor and the staff of such Subcontractor, or other authorised representative of either Party;
- 2.24 **Schedule of Requirements** means Schedule 1 hereto;
- 2.25 **Subcontract** means any contract or agreement or proposed contract or agreement between Service Provider and any third party whereby that third party agrees to provide to the Supplier the Goods or related Services or any part thereof or material used in the manufacture of the Goods or any part thereof;
- 2.26 **Subcontractor** means the third party with whom Service Provider enters into a Subcontract;
- 2.27 **Tax Invoice** means the document as required by Section 20 of the VAT Act, as may be amended from time to time;
- 2.28 **Trade Marks** mean registered Trade Marks and Trade Mark applications and include any sign or logo, or combination of signs and/or logos capable of distinguishing the goods or services of one undertaking from those of another undertaking;
- 2.29 **VAT** means Value-Added Tax chargeable in terms of the VAT Act, 89 of 1991, as may be amended from time to time; and
- 2.30 **VAT Act** means the Value Added Tax Act, No 89 of 1991, as may be amended from time to time.
- 2.31 **Work Order(s)** means a detailed scope of work for a Service required by Transnet, including **timeframes**, Deliverable, Fees and costs for the supply of the Service to Transnet, which may be appended to this Agreement from time to time.

3 INTERPRETATION

- 3.1 Clause headings in this Agreement are included for ease of reference only and do not form part of this Agreement for the purposes of interpretation or for any other purpose. No provision shall be construed against or interpreted to the disadvantage of either Party hereto by reason of such Party having or being deemed to have structured or drafted such provision.
- 3.2 Any term, word or phrase used in this Agreement, other than those defined under the clause heading "*Definitions*" shall be given its plain English meaning, and those terms, words, acronyms, and phrases used in this Agreement will be interpreted in accordance with the generally accepted meanings accorded thereto.
- 3.3 A reference to the singular incorporates a reference to the plural and *vice versa*.
- 3.4 A reference to natural persons incorporates a reference to legal persons and *vice versa*.

3.5 A reference to a particular gender incorporates a reference to the other gender.

4 NATURE AND SCOPE

- 4.1 This Agreement is an agreement under the terms and conditions of which Service Provider will arrange for the supply/provision to Transnet of the Goods/Services which meet the requirements and specifications of Transnet, the delivery of which is controlled by means of Purchase Orders to be issued by Transnet and executed by Service Provider in accordance with this Agreement.
- 4.2 Such Purchase Orders and deliveries to Transnet shall be agreed between the Parties from time to time, subject to the terms of the Schedule of Requirements/Work Order.
- 4.3 Each properly executed Purchase Order forms an inseparable part of this Agreement as if it were fully incorporated into the body of this Agreement.
- 4.4 During the period of this Agreement, both Parties can make written suggestions for amendments to the Schedule of Requirements/Work Orders in accordance with procedures set out in clause 34 [*Amendment and Change Control*]. A Party will advise the other Party within 14 [fourteen] Business Days, or such other period as mutually agreed, whether the amendment is acceptable.
- 4.5 Insofar as any term, provision or condition in the Schedule of Requirements/Work Order conflicts with a like term, provision or condition in this Agreement and/or a Purchase Order, the term or provision or condition in this Master Agreement shall prevail, unless such term or provision or condition in this Master Agreement has been specifically revoked or amended by mutual written agreement between the Parties.
- 4.6 Time will be of the essence and Service Provider will perform its obligations under this Agreement in accordance with the timeframe(s) [if any] set out in the relevant schedule, save that Service Provider will not be liable under this clause if it is unable to meet such obligation within the time required as a direct result of any act or omission by Transnet and it has used its best endeavours to advise Transnet of such act or omission. In the event of such delay, any time deadlines detailed in the relevant schedule shall be extended by a period equal to the period of that delay.

5 AUTHORITY OF PARTIES

- 5.1 Nothing in this Agreement will constitute or be deemed to constitute a partnership between the Parties, or constitute or be deemed to constitute the Parties as agents or employees of one another for any purpose or in any form whatsoever.
- 5.2 Neither Party shall be entitled to, or have the power or authority to:
- a) enter into an agreement in the name of the other; or
 - b) give any warranty, representation or undertaking on the other's behalf; or
 - c) create any liability against the other or bind the other's credit in any way or for any purpose whatsoever.

6 DURATION/TERM AND CANCELLATION

- 6.1 Notwithstanding the date of signature hereof, the Commencement Date if this Agreement is and the duration shall be for a [.....] year period, expiring on, unless:

- a) this Agreement is terminated by either Party in accordance with the provisions incorporated herein or in any schedules or annexures appended hereto, or otherwise in accordance with law or equity; or
 - b) this Agreement is extended at Transnet's option for a further period to be agreed by the Parties.
- 6.2 Notwithstanding clause 21 [*Breach and Termination*], either Party may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to the other Party, provided that in such instance, this Agreement will nevertheless be applicable in respect of all Purchase Orders which have been placed prior to the date of such cancellation.

7 RISK MANAGEMENT

- 7.1 Where Transnet determines appropriate, within 2 weeks from the date of contract signature, the Parties are to meet to prepare and maintain a contract Risk Register. The Risk Register shall include a description of the risks and a description of the actions which are to be taken to avoid or reduce these risks which both Parties shall jointly determine.
- 7.2 Contract progress meetings shall be held monthly, or unless otherwise agreed between the Parties in writing. The purposes of these progress meetings shall be to capture the number of late deliverables against agreed milestones, actual costs against payment plans, performance issues or concerns, contract requirements not achieved, the status of previous corrective actions and risk management. Minutes of meetings shall be maintained and signed off between the Parties throughout the contract period

8 TRANSNET'S OBLIGATIONS

- 8.1 Transnet undertakes to promptly comply with any reasonable request by Service Provider for information, including information concerning Transnet's operations and activities, that relates to the Goods/Services as may be necessary for Service Provider to provide the Goods/Services, but for no other purpose. However, Transnet's compliance with any request for information is subject to any internal security rules and requirements and subject to the observance by Service Provider of its confidentiality obligations under this Agreement.
- 8.2 Service Provider shall give Transnet reasonable notice of any information it requires.
- 8.3 Transnet agrees to provide Service Provider or its Personnel such access to and use of its facilities as is necessary to allow Service Provider to perform its obligations under this Agreement.

9 GENERAL OBLIGATIONS OF SERVICE PROVIDER

- 9.1 Service Provider shall:
- a) respond promptly to all complaints and enquiries from Transnet;
 - b) inform Transnet immediately of any dispute or complaint arising in relation to the storage or delivery of the Goods;
 - c) conduct its business in a professional manner which will reflect positively upon Service Provider and the Supplier's/Service Provider's products/services;

- d) keep full records clearly indicating all transactions concluded by Service Provider relating to the delivery of the Goods/Services and keep such records for at least 5 [five] years from the date of each such transaction;
- e) obtain, and at all times maintain in full force and effect, any and all licences, permits and the like required under applicable laws for the provision of the Goods/Services and ancillary Services and the conduct of the business and activities of Service Provider;
- f) observe and ensure compliance with all requirements and obligations as set out in the labour and related legislation of South Africa, including the Occupational Health and Safety Act, 85 of 1993, as may be amended from time to time;
- g) observe and ensure compliance with all requirements and objectives of the Transnet Supplier Integrity Pact as agreed to in response to the RFP. The general purpose of the Supplier Integrity Pact is to agree to avoid 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 the procurement event leading to this Agreement and this Agreement itself;
- h) comply with all applicable environmental legislation and regulations, demonstrate sound environmental performance and have an environmental management policy which ensures that its products, including the Goods/Services or ancillary Services are procured, produced, packaged, delivered and are capable of being used and ultimately disposed of in a way that is environmentally appropriate; and
- i) ensure the validity of all renewable certifications, including but not limited to its B-BBEE Verification Certificate, throughout the entire term of this Agreement. Should Service Provider fail to present Transnet with such renewals as they become due, Transnet shall be entitled, in addition to any other rights and remedies that it may have in terms of the Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which Transnet may have for damages against Service Provider.

9.2 Service Provider acknowledges and agrees that it shall at all times:

- a) render the supply of the Goods/Services and ancillary Services (if applicable) and perform all its duties with honesty and integrity;
- b) communicate openly and honestly with Transnet regarding the supply and performance of the Goods/Services and demonstrate a commitment to effecting the supply and performing ancillary Services timeously, efficiently and at least to the required standards;
- c) endeavour to provide the highest possible standards of service and workmanship, with a reasonable degree of care and diligence;
- d) use its best endeavours and make every diligent effort to meet agreed deadlines;
- e) treat its own Staff, as well as all Transnet's Staff, with fairness and courtesy and respect for their human rights;
- f) practice and promote its own internal policies aimed at prohibiting and preventing unfair discrimination;
- g) treat all enquiries from Transnet in connection with the supply of the Goods/Services and/or ancillary Services with courtesy and respond to all enquiries promptly and

efficiently. Where Service Provider is unable to comply with the provisions of this clause, Service Provider will advise Transnet of the delay and the reasons therefor and will keep Transnet informed of progress made regarding the enquiry;

- h) when requested by Transnet, provide clear and accurate information regarding the Supplier's/Service Provider's own policies and procedures, excluding Know-How and other Confidential Information, except where a non-disclosure undertaking has been entered into between the Parties;
- i) not allow a conflict of interest to develop between its own interests [or the interests of any of its other customers] and the interests of Transnet;
- j) not accept or offer, nor allow, induce or promote the acceptance or offering of any gratuity, enticement, incentive or gift that could reasonably be regarded as bribery or an attempt to otherwise exert undue influence over the recipient;
- k) not mislead Transnet or its officers, employees and stakeholders, whether by act or omission;
- l) not otherwise act in an unethical manner or do anything which could reasonably be expected to damage or tarnish Transnet's reputation or business image;
- m) immediately report to Transnet any unethical, fraudulent or otherwise unlawful conduct of which it becomes aware in connection with Transnet or the supply of Goods/Services or ancillary Services to Transnet;
- n) ensure that at all times, during the currency of this Agreement, it complies with all obligations and commitments in terms of the provisions of the Income Tax Act, No 58 of 1962, the VAT Act or any other tax legislation relating to their liability for Income Tax, VAT, Pay as You Earn or any other tax. Service Provider shall further ensure Tax Clearance Compliance, for the duration of this Agreement;
- o) not victimise, harass or discriminate against any employee of either Party to this Agreement or any applicant for employment with either Party to this Agreement due to their gender, race, disability, age, religious belief, sexual orientation or part-time status. This provision applies, but is not limited to employment, upgrading, work environment, demotion, transfer, recruitment, recruitment advertising, termination of employment, rates of pay or other forms of compensation and selection for training.
- p) shall ensure that its employees, agents and Subcontractors will not breach any applicable discrimination legislation and any amendments and re-enactments thereof.

- 9.3 In compliance with the National Railway Safety Regulator Act, 16 of 2002, as may be amended from time to time, the Supplier shall ensure that the Goods/Services and ancillary Services, to be supplied to Transnet under the terms and conditions of this Agreement, comply fully with the Specifications as set forth in Schedule 1 hereto, and shall thereby adhere [as applicable] to railway safety requirements and/or regulations. Permission for the engagement of a Subcontractor by the Supplier, as applicable, shall be subject to a review of the capability of the proposed Subcontractor to comply with the specified railway safety requirements and/or regulations. The Supplier and/or its Subcontractor shall grant Transnet access, during the term of this Agreement, to review any safety-related activities, including the coordination of such activities across all parts of its organisation.

10 SERVICE PROVIDER'S PERSONNEL

- 10.1 The Service Provider's Personnel shall be regarded at all times as employees, agents or Subcontractors of the Service Provider and no relationship of employer and employee shall arise between Transnet and any Service Provider Personnel under any circumstances regardless of the degree of supervision that may be exercised over the Personnel by Transnet.
- 10.2 The Service Provider warrants that all its Personnel will be entitled to work in South Africa or any other country in which the Services are to be performed.
- 10.3 The Service Provider will ensure that its Personnel comply with all reasonable requirements made known to the Service Provider by Transnet concerning conduct at any Transnet premises or any other premises upon which the Services are to be performed [including but not limited to security regulations, policy standards and codes of practice and health and safety requirements]. The Service Provider will ensure that such Personnel at all times act in a lawful and proper manner in accordance with these requirements.
- 10.4 Transnet reserves the right to refuse to admit or to remove from any premises occupied by or on behalf of it, any Service Provider Personnel whose admission or presence would, in the reasonable opinion of Transnet, be undesirable or who represents a threat to confidentiality or security or whose presence would be in breach of any rules and regulations governing Transnet's Personnel, provided that Transnet notifies the Service Provider of any such refusal [with reasons why]. The reasonable exclusion of any such individual from such premises shall not relieve the Service Provider from the performance of its obligations under this Agreement.
- 10.5 The Service Provider agrees to use all reasonable endeavours to ensure the continuity of its Personnel assigned to perform the Services. If any re-assignment by the Service Provider of those Personnel is necessary, or if Transnet advises that any such Personnel assigned are in any respect unsatisfactory, including where any such Personnel are, or are expected to be or have been absent for any period, then the Service Provider will promptly supply a replacement of equivalent calibre and experience, and any such replacement shall be approved by Transnet prior to commencing provision of the Services, such approval not to be unreasonably withheld or delayed.

11 SUBCONTRACTING

- 11.1 Service Provider may only enter into a subcontracting arrangement or replace a subcontractor with the approval of Transnet.
- 11.2 If Service Provider subcontracts a portion of the contract to another person without declaring it to Transnet reserves the right to penalise Service Provider up to 10% of the value of the contract.
- 11.3 Where Service Provider seeks to replace a subcontractor Transnet shall be entitled to obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used in Service Provider's tender submission. Transnet shall consider input from all parties concerned, in order to take a decision on the proposed replacement of the subcontractor. The subcontracting arrangement or contract remains between Service Provider (main contractor) and the subcontractor.
- 11.4 Should Transnet approve the Supplier's/Service Provider's subcontracting arrangement, Service Provider and not the Sub-contractor will at all times be held liable for performance in terms of its contractual obligations.

- 11.5 Service Provider may not subcontract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 11.6 Service Provider may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than Service Provider, unless the contract is subcontracted to an Exempted Micro Enterprise (EME) that has the capability and ability to execute the Subcontract.

12 PAYMENT TO SUB-CONTRACTORS

- 12.1 Transnet reserves the right, in its sole discretion, to make payment directly to the sub-contractor of Service Provider, subject to the following conditions:
 - a) Receipt of an undisputed invoice from the sub-contractor; and
 - b) Receipt of written confirmation from Service Provider that the amounts claimed by the sub-contractor are correct and that the services for which the sub-contractor has requested payment were rendered to the satisfaction of Service Provider, against the required standards.
- 12.2 Nothing contained in this clause must be interpreted as bestowing on any sub-contractor a right or legitimate expectation to be paid directly by Transnet. Furthermore, this clause does not bestow any right or legitimate expectation on Service Provider to demand that Transnet pay its sub-contractor directly. The decision to pay any sub-contractor directly, remains that of Transnet alone.
- 12.3 Service Provider remains liable for its contractual obligations under the Agreement, including all services rendered by the sub-contractor.
- 12.4 This clause does not establish any contractual relationship between Transnet and any sub-contractor of Service Provider, whatsoever.

13 B-BBEE AND SOCIO-ECONOMIC OBLIGATIONS

13.1 B-BBEE Scorecard

- a) Transnet fully endorses and supports the Broad-Based Black Economic Empowerment Programme and is strongly of the opinion that all South African business enterprises have an equal obligation to redress the imbalances of the past.
- b) In response to this requirement, Service Provider shall submit to Transnet's Contract Manager or such other designated person details of its B-BBEE status in terms of the latest Codes of Good Practice issued in terms of the B-BBEE Act and proof thereof at the beginning of March each year during the currency of this Agreement.
- c) Service Provider undertakes to notify and provide full details to Transnet in the event there is:
 - (i) a change in the Supplier's/Service Provider's B-BBEE status which is less than what it was at the time of its appointment including the impact thereof; and
 - (ii) a corporate or internal restructure or change in control of Service Provider which has or likely to impact negatively on the Supplier's/ Service Provider's B-BBEE status.
- d) Notwithstanding any other reporting requirement in terms hereof, the Supplier Service Provider undertakes to provide any B-BBEE data (underlying data relating to the Supplier /Service Provider which has been relied upon or utilised by a verification agency or auditor

for the purposes of issuing a verification certificate in respect of Service Provider B-BBEE status) which Transnet may request on written notice within 30 (thirty) calendar days of such request. A failure to provide such data shall constitute a Supplier/ Service Provider Default and may be dealt with in accordance with the provisions of clause 21.

- e) In the event there is a change in the Supplier's/ Service Provider's B-BBEE status, then the provisions of clause 21 shall apply.

13.2 Green Economy/Carbon Footprint

- a) Service Provider has in its bid provided Transnet with an understanding of the Supplier's/Service Provider's position with regard to issues such as waste disposal, recycling and energy conservation.

14 PENALTIES

14.1 Penalties for Non-compliance to Service Level Agreement

Where Service Provider fails to deliver the Services within the agreed and accepted milestone timelines and provided that the cause of the delay was not due to a fault of Transnet, penalties shall be imposed at a sum of R 40,000.00 per/ day. up to a limit of R 400 000.00.

15 FEES AND EXPENSES RELATING TO SERVICES

- 15.1 In consideration of the provision of the Services, Transnet will pay to the Service Provider the Fees detailed in the relevant schedule or Work Order.
- 15.2 Transnet will not be invoiced for materials used in the provision of the Services save for those materials [if any] set out in the Work Order and accepted by Transnet or in any relevant Work Order [which will be invoiced to Transnet at cost].
- 15.3 Unless otherwise agreed in a schedule or Work Order, Transnet will reimburse to the Service Provider all reasonable and proper expenses incurred directly and solely in connection with the provision of the Services, provided that all such expenses:
 - a) are agreed by Transnet in advance;
 - b) are incurred in accordance with Transnet's standard travel and expenses policies;
 - c) are passed on to Transnet at cost with no administration fee; and
 - d) will only be reimbursed if supported by relevant receipts.
- 15.4 All Tax Invoices relating to Fees, out of pocket expenses and, if applicable, travel and accommodation costs, will provide the detail for each of the Personnel carrying out the Services and incurring the expenses, and the Tax Invoice will, where appropriate, include VAT as a separate item.

16 INVOICES AND PAYMENT

- 16.1 Transnet shall pay Service Provider the amounts stipulated in each Purchase Order/Work Order, subject to the terms and conditions of this Agreement.
- 16.2 Transnet shall pay such amounts to Service Provider upon receipt of a valid and undisputed Tax Invoice together with the supporting documentation, as specified in the Schedule of Requirements appended hereto, once the valid and undisputed Tax Invoices or such portions of

the Tax Invoices which are valid and undisputed become due and payable to Service Provider for the delivery of the Goods/Services ordered, in terms of clause 16.5 below.

- 16.3 Transnet may, pending an investigation, withhold any payments to Service Provider, in the case where irregular expenditure has been identified in the particular contract and that there is reasonable suspicion that Service Provider is involved or was aware that the contract transgressed any legislation.
- 16.4 All Prices set out in this Agreement and the Schedule of Requirements hereto are to be indicated inclusive and exclusive of VAT, which will be payable at the applicable rate in ZAR.
- 16.5 Unless otherwise provided for in the Schedule of Requirements appended to this Agreement, Tax Invoices shall be submitted together with a month-end statement. Payment against such month-end statement shall be made by Transnet within 30 [thirty] calendar days after date of receipt by Transnet of the Supplier's/Service Provider's statement together with the relevant valid and undisputed Tax Invoice(s) and supporting documentation.
- 16.6 Where the payment of any Tax Invoice, or any part of a Tax Invoice which is not in dispute, is not made in accordance with this clause, Service Provider shall be entitled to charge interest on the outstanding amount, at The Standard Bank of South Africa's prime rate of interest in force, for the period from the due date of payment until the outstanding amount is paid.
- 16.7 Service Provider shall remain the owner of all plant, material, machinery, equipment and the like [collectively, **the Supplier's Goods**] provided to Transnet until Transnet has paid in full for the Supplier's Goods, it being specifically agreed that Transnet shall acquire no rights [including liens] of whatsoever nature in such Supplier's Goods until date of final payment by Transnet. Subject to the foregoing, all risk and benefit to the Supplier's Goods shall pass from the Supplier to Transnet on delivery of the Supplier's Goods by the Supplier to Transnet.

17 PRICE ADJUSTMENTS

- 17.1 Prices for Goods/Services supplied in terms of this Agreement shall be subject to review as indicated in the Schedule of Requirements/Works Order annexed hereto.
- 17.2 No less than 2 [two] months prior to any proposed Price adjustment, the Parties shall commence negotiations for Prices for the next period or as otherwise indicated in Schedule 1 hereto. The Parties shall have regard for market-related pricing of equivalent goods, continuous improvement initiatives, costs [including labour, raw materials and transport/delivery], order size and frequency and changes to the specification of the Goods/Services.
- 17.3 Pursuant to clause 17.2 above, Service Provider shall keep full and accurate records of all costs associated with the supply of the Goods/Services to Transnet, in a form to be approved in writing by Transnet. Service Provider shall produce such records to Transnet for inspection at all reasonable times on request and such records may, at Transnet's option, be audited by Transnet or its designated representatives.
- 17.4 Should Transnet and Service Provider fail to reach an agreement on Price for the successive period, either Party shall be entitled to submit this matter to dispute resolution in accordance with clause 31 of the Master Agreement [Dispute Resolution].
- 17.5 If during the period of this Agreement Transnet can purchase similar Goods/Services of a like quality from another supplier at a total delivered cost to a Transnet facility that is lower than the

total delivered cost of the Goods/Services purchased hereunder from Service Provider, Transnet may notify Service Provider of such total delivered cost and Service Provider shall have an opportunity to adjust the Price of the Goods/Services purchased hereunder, on such a basis as to result in the same total delivered cost to Transnet, within 30 [thirty] calendar days of such notice. If Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from such other supplier in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and Service Provider hereunder shall be reduced accordingly; (ii) terminate this Agreement without any penalty, liability or further obligation; or (iii) continue purchases under this Agreement.

- 17.6 If during the period of this Agreement Service Provider sells any materials which are the same as, equivalent to, or substantially similar to the Goods/Services herein, at a total delivered cost to a third party lower than the total delivered cost to a Transnet facility, then Service Provider has an opportunity to adjust its Price for the Goods/Services purchased hereunder within 30 [thirty] calendar days so that the Price is the same or lower than the total delivered cost of such third party. If Service Provider fails to do so or cannot legally do so, Transnet may (i) purchase the Goods/Services from any other such supplier, in which case the obligations, including, but not limited to, any purchase and sale requirements and/or commitments, if any, of Transnet and Service Provider hereunder shall be reduced accordingly; or (ii) terminate this Agreement without any penalty, liability or further obligation. Within 30 [thirty] calendar days of the Commencement Date of this Agreement or at any time Transnet so requests, Service Provider shall certify in writing to Transnet that it is in compliance with this clause and shall provide all information that Transnet reasonably requests in order to verify such compliance.

18 THIRD PARTY INDEMNITY

Service Provider hereby indemnifies and shall hold Transnet harmless against any direct damages suffered by or claims arising against Transnet in respect of clause **Error! Reference source not found.** above.

19 TOTAL OR PARTIAL FAILURE TO PERFORM

- 19.1 In the case of Goods to be specially manufactured for it, if Transnet at any time ascertains that:
- a) no manufacturing of the Goods specified in a Purchase Order has commenced and there is little or no prospect, in Transnet's opinion, that manufacturing will commence within a reasonable time; or
 - b) delivery of any of the Goods is being or is likely to be delayed beyond the promised delivery date(s), and there is little or no prospect of the Purchase Order(s) being carried out within reasonable adherence to the promised delivery rate(s) or time(s),
- then Transnet may, irrespective of the cause of the delay, by notice to the Supplier, cancel as from a future date specified in such notice the whole or any part of this Agreement or Purchase Order in respect of which the Goods to be supplied have not been completed by that date, without incurring any liability by reason of such cancellation except as provided in this clause.
- 19.2 Service Provider shall thereupon, as soon as possible after such date, deliver to Transnet the Goods/Services [if any] already completed, and payment for the part performance shall be made on a pro rata basis, provided the uncompleted part is not an integral or essential part of the

completed Goods/Services. Where an integral or essential part of the work has not been completed, the amount to be paid to Service Provider will be calculated on the basis of Transnet's enrichment. Service Provider shall, wherever practicable, supply Transnet with the necessary drawings and/or specifications to enable it to complete the work.

- 19.3 Whenever, in any case not covered by clause 19.1 above, the Supplier fails or neglects to execute the work or to deliver any portion of the Goods/Services as required by the terms of this Agreement or Purchase Order, or if any Goods/Services are rejected on any of the grounds mentioned in clause **Error! Reference source not found.** [Defective Goods], Transnet may cancel this Agreement or Purchase Order in so far as it relates to the unexecuted work or the undelivered or rejected portion of the Goods/Services, and in such event, the supply of the remaining portion shall remain subject in all respects to these conditions.

20 RIGHTS ON CANCELLATION

- 20.1 If this Agreement or Purchase Order is cancelled in whole or in part in terms of clause 19 [*Total or Partial Failure to Perform*], Transnet may execute or complete this Agreement with any other entity and do so on such terms as it may deem proper, or may procure other comparable Goods/Services in substitution for those neglected to be manufactured or supplied or rejected as aforesaid, and may recover from the Supplier the difference between the cost of such Goods/Services and the Price [if the latter was lower] as well as any costs and expenses [including any additional transport costs] which Transnet may have had to incur in consequence of the Supplier's/Service Provider's default.
- 20.2 Any amount which may be recoverable from Service Provider in terms of clause 20.1 above, without prejudice to any other legal remedies available to Transnet, may be deducted in whole or in part from any monies in the hands of Transnet and due for payment to Service Provider.

21 BREACH AND TERMINATION

- 21.1 Termination in accordance with clause 6 [Term and Cancellation] shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either Party and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.
- 21.2 On termination of this Agreement or a Work Order, the Service Provider will immediately deliver up, and procure that its Personnel will immediately deliver up to Transnet, all Deliverables and property belonging to Transnet [or, in the event of termination of a Work Order, such as is relevant to that Work Order] which may be in the possession of, or under the control of the Service Provider, and certify to Transnet in writing that this has been done.
- 21.3 To the extent that any of the Deliverables and property referred to in clause 21.2 above are in electronic form and contained on non-detachable storage devices, the Service Provider will provide Transnet with unencrypted copies of the same on magnetic media and will irretrievably destroy and delete copies so held.
- 21.4 In the event that this Agreement is terminated by the Service Provider under clause **Error! Reference source not found.** [Term and Cancellation], or in the event that a Work Order is terminated by Transnet under clause **Error! Reference source not found.** [Breach and Consequences of Termination], Transnet will pay to the Service Provider all outstanding Fees

[apportioned on a pro rata basis] relating to the work undertaken by the Service Provider up until the date of such termination. Transnet will also pay the costs of any goods and materials ordered by the Service Provider in relation to the such work for which the Service Provider has paid or is legally obliged to pay, in which case, on delivery of such goods or materials, the Service Provider will promptly deliver such goods and materials to Transnet or as it may direct.

- 21.5 If either Party [**the Defaulting Party**] commits a material breach of this Agreement and fails to remedy such breach within 30 [thirty] calendar days of written notice thereof, the other Party [hereinafter **the Aggrieved Party**], shall be entitled, in addition to any other rights and remedies that it may have in terms of this Agreement, to terminate this Agreement forthwith without any liability and without prejudice to any claims which the Aggrieved Party may have for damages against the Defaulting Party.
- 21.6 Either Party may terminate this Agreement forthwith by notice in writing to the other Party when the other Party is unable to pay its debts as they fall due or commits any act or omission which would be an act of insolvency in terms of the Insolvency Act, 24 of 1936 [as amended from time to time], or if any action, application or proceeding is made with regard to it for:
- a) a voluntary arrangement or composition or reconstruction of its debts;
 - b) its winding-up or dissolution;
 - c) the appointment of a liquidator, trustee, receiver, administrative receiver or similar officer;
 - d) any similar action, application or proceeding in any jurisdiction to which it is subject.
- 21.7 Transnet may terminate this Agreement at any time within 2 [two] months of becoming aware of a change of control of Service Provider by notice in writing to Service Provider. For the purposes of this clause, **control** means the right to direct the affairs of a company whether by ownership of shares, membership of the board of directors, agreement or otherwise.
- 21.8 Notwithstanding this clause 21, Transnet may cancel this Agreement without cause by giving 30 [thirty] calendar days prior written notice thereof to Service Provider, or
- 21.9 The provisions of clauses 2 [Definitions], **Error! Reference source not found.** [Warranties], 20 [Rights on Cancellation], 242 [Confidentiality], 27 [Limitation of Liability], 28 [Intellectual Property Rights], 31 [Dispute Resolution] and 35.1 [Governing Law] shall survive termination or expiry of this Agreement.

22 CESSION

- 22.1 Upon written notice to Service Provider, Transnet shall be entitled:
- a) to appoint Transnet's financier of the Goods/Services as first payer under this Agreement, without transferring the ultimate responsibility for payment which will remain with Transnet; and
 - b) to cede, assign and transfer its right, title and interest in the Goods/Services to such financier as part of the funding consideration for the Goods/Services.
- 22.2 Service Provider is not entitled to cede, delegate, assign, Subcontract or in any other manner dispose of any of its rights or obligations in terms of this Agreement without the prior written consent of Transnet, which consent shall not be withheld or delayed unreasonably.

23 FORCE MAJEURE

- 23.1 Neither Party shall have any claim against the other Party arising from any failure or delay in the performance of any obligation of either Party under this Agreement caused by an act of force majeure such as acts of God, fire, flood, war, lockout, government action, laws or regulations, terrorism or civil disturbance, defaults or other circumstances or factors beyond the reasonable control of either Party, and to the extent that the performance of obligations of either Party hereunder is delayed by virtue of the foregoing, any period stipulated for any such performance shall be reasonably extended. Transnet may however rely on strikes, industrial dispute and riots as a ground of force majeure.
- 23.2 Each Party will take all reasonable steps by whatever lawful means that are available to resume full performance as soon as practicable and will seek agreement to modification of the relevant provisions of this Agreement in order to accommodate the new circumstances caused by the act of *force majeure*. If a Party fails to agree with such modifications proposed by the other Party within 90 [ninety] calendar days of the act of *force majeure* first occurring, either Party may thereafter terminate this Agreement with immediate notice.

24 PROTECTION OF PERSONAL INFORMATION

- a) The following terms shall bear the same meaning as contemplated in Section 1 of the Protection of Personal Information Act 4 of 2013 ("POPIA"):
- consent; person; personal information; processing; record; Regulator as well as any terms derived from these terms of the POPIA
- b) Transnet will process all information by the Respondent 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.
- c) Transnet agrees that in submitting any information or documentation requested in the RFP and in this Agreement, Service Provider consents to the processing of their personal information for the purpose of, but not limited to, risk assessment, contract award, contract management, auditing, legal opinions/litigation, investigations (if applicable), document storage for the legislatively required period, destruction, de-identification and publishing of personal information by Transnet and/or its authorised appointed third parties.
- d) The Parties agree that they may obtain and have access to personal information for the fulfilment of the rights and obligations contained herein. In performing the obligations as set out in this Agreement, the Parties shall at all times ensure that:
- i. they process personal information only for the express purpose for which it was obtained;
 - ii. once processed for the purposes for which it was obtained, all personal information will be destroyed to an extent that it cannot be reconstructed to its original form, subject to any legal retention requirements;
 - iii. Personal information is provided only to authorised personnel who strictly require the personal information to carry out the Parties' respective obligations under this Agreement;

- iv. they do not disclose personal information of the other Party, other than in terms of this Agreement;
 - v. they have all reasonable technical and organisational measures in place to protect all personal information from unauthorised access and/or use;
 - vi. they have appropriate technical and organisational measures in place to safeguard the security, integrity and authenticity of all information in their possession or under their control in terms of this Agreement;
 - vii. they identify all reasonably foreseeable internal and external risks to personal information in their possession or under their control; establish and maintain appropriate safeguards against the risks identified; regularly verify that the safeguards are effectively implemented; and ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
 - viii. such personal information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access.
- 24.1 The Parties agree that if personal information will be processed for additional purposes beyond the original purpose for which it was obtained, explicit consent must be obtained beforehand from those persons whose information will be subject to such processing.
- 24.2 Should it be necessary for either Party to disclose or otherwise make available the personal information to any third party (including sub-contractors and employees) that is not already consented to, it may do so only with the prior written consent of the other Party. The Party requiring such consent shall require of all such third parties, appropriate written undertakings to be provided, containing similar terms to that set forth in this clause, and dealing with that third party's obligations in respect of its processing of the personal information. Following approval by the other Party, the Party requiring consent agrees that the provisions of this clause shall *mutatis mutandis* apply to all authorised third parties who process personal information.
- 24.3 The Parties shall ensure that any persons authorized to process information on their behalf (including employees and third parties) will safeguard the security, integrity and authenticity of all information. Where necessary to meet this requirement, the Parties shall keep all personal information and any analyses, profiles, or documents derived therefrom logically separated from all other information and documentation held by it.
- 24.4 The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the personal information in its possession or under its control. The Parties shall implement and maintain appropriate safeguards against the risks which it identifies and shall also regularly verify that the safeguards which it has in place have been effectively implemented.
- 24.5 The Parties agree that they will promptly return, destroy or de-identify any personal information in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected in relation to this Agreement, subject to any legal retention requirements. This may be at the request of the other Party and includes circumstances where a person has requested the Parties to delete all instances of their personal information. The information will be destroyed or de-identified in such a manner that it cannot be reconstructed to its original form, linking it to any particular individual or organisation.

24.6 Personal Information security breach:

- a) Each Party shall notify the other party in writing as soon as possible after it becomes aware of or suspects any loss, unauthorised access or unlawful use of any personal information and shall, at its own cost, take all necessary remedial steps to mitigate the extent of the loss or compromise of personal information and to restore the integrity of the affected personal information as quickly as is possible. The Parties shall also be required to provide each other with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity of the unauthorised person who may have accessed or acquired the personal information.
- b) The Parties shall provide on-going updates on the progress in resolving the compromise at reasonable intervals until such time as the compromise is resolved.
- c) Where required, the Parties must notify the South African Police Service; and/or the State Security Agency and the Information Regulator and the affected persons of the security breach. Any such notification shall always include sufficient information to allow the persons to take protective measures against the potential consequences of the compromise.
- d) The Parties undertake to co-operate in any investigations relating to security which is carried out by or on behalf of the other including providing any information or material in its possession or control and implementing new security measures.

25 CONFIDENTIALITY

25.1 The Parties hereby undertake the following with regard to Confidential Information:

- a) not to divulge or disclose to any person whomsoever in any form or manner whatsoever, either directly or indirectly, any Confidential Information of the other without the prior written consent of such other Party, other than when called upon to do so in accordance with a statute, or by a court having jurisdiction, or by any other duly authorised and empowered authority or official, in which event the Party concerned shall do what is reasonably possible to inform the other of such a demand and each shall assist the other in seeking appropriate relief or the instituting of a defensive action to protect the Confidential Information concerned;
- b) not to use, exploit, permit the use of, directly or indirectly, or in any other manner whatsoever apply the Confidential Information disclosed to it as a result of this Agreement, for any purpose whatsoever other than for the purpose for which it is disclosed or otherwise than in strict compliance with the provisions in this Agreement;
- c) not to make any notes, sketches, drawings, photographs or copies of any kind of any part of the disclosed Confidential Information without the prior written consent of such other Party, except when reasonably necessary for the purpose of this Agreement, in which case such copies shall be regarded as Confidential Information;
- d) not to de-compile, disassemble or reverse engineer any composition, compilation, concept application, item, component de-compilation, including software or hardware disclosed and shall not analyse any sample provided by Transnet, or otherwise determine the composition or structure or cause to permit these tasks to be carried out except in the performance of its obligations pursuant to this Agreement;

- e) not to exercise less care to safeguard Transnet Confidential Information than the Party exercises in safeguarding its own competitive, sensitive or Confidential Information;
- f) Confidential Information disclosed by either Party to the other or by either Party to any other party used by such party in the performance of this Agreement, shall be dealt with as "restricted" or shall be dealt with according to any other appropriate level of confidentiality relevant to the nature of the information concerned, agreed between the Parties concerned and stipulated in writing for such information in such cases;
- g) the Parties shall not make or permit to be made by any other person subject to their control, any public statements or issue press releases or disclose Confidential Information with regard to any matter related to this Agreement, unless written authorisation to do so has first been obtained from the Party first disclosing such information;
- h) each Party shall be entitled to disclose such aspects of Confidential Information as may be relevant to one or more technically qualified employees or consultants of the Party who are required in the course of their duties to receive the Confidential Information for the Permitted Purpose provided that the employee or consultant concerned has a legitimate interest therein, and then only to the extent necessary for the Permitted Purpose, and is informed by the Party of the confidential nature of the Confidential Information and the obligations of the confidentiality to which such disclosure is subject and the Party shall ensure such employees or consultants honour such obligations;
- i) each Party shall notify the other Party of the name of each person or entity to whom any Confidential Information has been disclosed as soon as practicable after such disclosure;
- j) each Party shall ensure that any person or entity to which it discloses Confidential Information shall observe and perform all of the covenants the Party has accepted in this Agreement as if such person or entity has signed this Agreement. The Party disclosing the Confidential Information shall be responsible for any breach of the provisions of this Agreement by such person or entity; and
- k) each Party may by written notice to the other Party specify which of the Party's employees, officers or agents are required to sign a non-disclosure undertaking.

25.2 The duties and obligations with regard to Confidential Information in this clause 25 shall not apply where:

- a) a Party can demonstrate that such information is already in the public domain or becomes available to the public through no breach of this Agreement by that Party, or its Staff; or
- b) was rightfully in a Party's possession prior to receipt from the other Party, as proven by the first-mentioned Party's written records, without an infringement of an obligation or duty of confidentiality; or
- c) can be proved to have been rightfully received by a Party from a third party without a breach of a duty or obligation of confidentiality; or
- d) is independently developed by a Party as proven by its written records.

25.3 This clause 25 shall survive termination for any reason of this Agreement and shall remain in force and effect from the Commencement Date of this Agreement and 5 [five] years after the termination of this Agreement. Upon termination of this Agreement, all documentation furnished to Service Provider by Transnet pursuant to this Agreement shall be returned to Transnet

including, without limitation, all corporate identity equipment including dyes, blocks, labels, advertising matter, printing matter and the like.

26 INSURANCES

- 26.1 Without limiting the liability of Service Provider under this Agreement, Service Provider shall take out insurance in respect of all risks for which it is prudent for Service Provider to insure against, including any liability it may have as a result of its activities under this Agreement for theft, destruction, death or injury to any person and damage to property. The level of insurance will be kept under review by Transnet, on an annual basis, to ensure its adequacy, provided that any variation to the level of such insurance shall be entirely at the discretion of Service Provider.
- 26.2 Service Provider shall arrange insurance with reputable insurers and will produce to Transnet evidence of the existence of the policies on an annual basis within 30 [thirty] calendar days after date of policy renewals.
- 26.3 Subject to clause 26.4 below, if Service Provider fails to effect adequate insurance under this clause 26, it shall notify Transnet in writing as soon as it becomes aware of the reduction or inadequate cover and Transnet may arrange or purchase such insurance on behalf of Service Provider. Service Provider shall promptly reimburse Transnet for any premiums paid provided such insurance protects Service Provider's liability. Transnet assumes no responsibility for such insurance being adequate to protect all of Service Provider's liability.
- 26.4 In the event that Service Provider receives written notice from its insurers advising of the termination of its insurance cover referred to in clause 26.1 above or if the insurance ceases to be available upon commercially reasonable terms, Service Provider shall immediately notify Transnet in writing of such termination and/or unavailability, whereafter either Service Provider or Transnet may terminate this Agreement on giving the other Party not less than 30 [thirty] calendar days prior written notice to that effect.

27 LIMITATION OF LIABILITY

- 27.1 Service Provider's liability under this clause 27 shall be in addition to any warranty or condition of any kind, express or implied by law or otherwise, relating to the Goods/Services or ancillary Services, including the quality of the Goods/Services or ancillary Services or any materials delivered pursuant to this Agreement.
- 27.2 Neither Party excludes or limits liability to the other Party for:
- a) death or personal injury caused by its negligence, [including its employees', agents' or Subcontractors' negligence]; or
 - b) fraud or theft.
- 27.3 Service Provider shall indemnify and keep Transnet indemnified from and against liability for damage to any Transnet property [whether tangible or intangible] or any other loss, costs or damage suffered by Transnet to the extent that it results from any act of or omission by Service Provider or its Personnel in connection with this Agreement. Service Provider's liability arising out of this clause 27.3 shall be limited to direct damages.
- 27.4 Subject always to clauses 27.1 and 27.2 above, the liability of either Service Provider or Transnet under or in connection with this Agreement, whether for negligence, misrepresentation, breach of contract or otherwise, for direct loss or damage arising out of each Default or series of related

Defaults shall not exceed 100% [one hundred per cent] of the Fees paid under the schedule or Work Order to which the Default(s) relates.

- 27.5 Subject to clauses 27.1 to 27.4 above, in no event shall either Party be liable to the other for indirect or consequential loss or damage or including indirect or consequential loss of profits, business, revenue, goodwill or anticipated savings of an indirect nature or loss or damage incurred by the other Party as a result of third party claims.
- 27.6 If for any reason the exclusion of liability in clause 27.5 above is void or unenforceable, either Party's total liability for all loss or damage under this Agreement shall be as provided in clause 27.3 above.
- 27.7 Nothing in this clause 27 shall be taken as limiting the liability of the Parties in respect of clauses 242 [*Confidentiality*] and 28 [*Intellectual Property Rights*].

28 INTELLECTUAL PROPERTY RIGHTS

28.1 Title to Confidential Information

- a) Transnet will retain all right, title and interest in and to its Confidential Information and Background Intellectual Property and Service Provider acknowledges that it has no claim of any nature in and to the Confidential Information and Background Intellectual Property that is proprietary to Transnet. For the avoidance of doubt all Service Provider's Background Intellectual Property shall remain vested in Service Provider.
- b) Transnet shall grant to Service Provider an irrevocable, royalty free, non-exclusive licence to use Transnet's Background Intellectual Property only for the Permitted Purpose. This licence shall not permit Service Provider to sub-license to other parties.
- c) Service Provider shall grant to Transnet an irrevocable, royalty free, non-exclusive licence to use Service Provider's Background Intellectual Property for the Permitted Purpose. This licence shall not permit Transnet to sub-license to other parties.
- d) Service Provider shall grant Transnet access to Service Provider's Background Intellectual Property on terms which shall be *bona fide* negotiated between the Parties for the purpose of commercially exploiting the Foreground Intellectual Property, to the extent that such access is required.
- e) The above shall not pertain to any software licenses procured by Service Provider from third parties and used in the supply of the Goods/Services.

28.2 Title to Intellectual Property

- a) All right, title and interest in and to Foreground Intellectual Property prepared, conceived or developed by Service Provider, its researchers, agents and employees shall vest in Transnet and Service Provider acknowledges that it has no claim of any nature in and to the Foreground Intellectual Property. Service Provider shall not at any time during or after the termination or cancellation of this Agreement dispute the validity or enforceability of such Foreground Intellectual Property, or cause to be done any act or anything contesting or in any way impairing or tending to impair any part of that right, title and interest to any of the Foreground Intellectual Property and shall not counsel or assist any person to do so.
- b) Transnet shall be entitled to seek protection in respect of the Foreground Intellectual Property anywhere in the world as it shall decide in its own absolute discretion and Service

Provider shall reasonably assist Transnet in attaining and maintaining protection of the Foreground Intellectual Property.

- c) Where the Foreground Intellectual Property was created by Service Provider or its researchers, agents and employees and where Transnet elects not to exercise its option to seek protection or decides to discontinue the financial support of the prosecution or maintenance of any such protection, Transnet shall notify Service Provider who shall have the right of first refusal to file or continue prosecution or maintain any such applications and to maintain any protection issuing on the Foreground Intellectual Property.
- d) No consideration shall be paid by Transnet to Service Provider for the assignment of any Foreground Intellectual Property from Service Provider to Transnet, over and above the sums payable in terms of this Agreement. Service Provider undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of the Foreground Intellectual Property to Transnet.
- e) Subject to anything contrary contained in this Agreement and/or the prior written consent of Transnet [which consent shall not be unreasonably withheld], Service Provider shall under no circumstances be entitled as of right, or to claim the right, to use Transnet's Background Intellectual Property and/or Foreground Intellectual Property.

28.3 Title to Improvements

Any improvements, developments, adaptations and/or modifications to the Foreground Intellectual Property, and any and all new inventions or discoveries, based on or resulting from the use of Transnet's Background Intellectual Property and/or Confidential Information shall be exclusively owned by Transnet. Service Provider shall disclose promptly to Transnet all such improvements, developments, adaptations and/or modifications, inventions or discoveries. Service Provider hereby undertakes to sign all documents and do all things as may be necessary to effect, record and perfect the assignment of such improvements, developments, adaptations and/or modifications, inventions or discoveries to Transnet and Service Provider shall reasonably assist Transnet in attaining, maintaining or documenting ownership and/or protection of the improved Foreground Intellectual Property.

28.4 Unauthorised Use of Confidential Information

Service Provider shall not authorise any party to act on or use in any way any Confidential Information belonging to Transnet whether or not such party is aware of such Confidential Information, and shall promptly notify Transnet of the information if it becomes aware of any party so acting, and shall provide Transnet the information with such assistance as Transnet reasonably requires, at Transnet's cost and expense, to prevent such third party from so acting.

28.5 Unauthorised Use of Intellectual Property

- a) Service Provider agrees to notify Transnet in writing of any conflicting uses of, and applications of registrations of Patents, Designs and Trade Marks or any act of infringement, unfair competition or passing off involving the Intellectual Property of Transnet of which Service Provider acquires knowledge and Transnet shall have the right, as its own option, to proceed against any party infringing its Intellectual Property.
- b) It shall be within the sole and absolute discretion of Transnet to determine what steps shall be taken against the infringer and Service Provider shall co-operate fully with Transnet, at

Transnet's cost, in whatever measure including legal action to bring any infringement of illegal use to an end.

- c) Service Provider shall cooperate to provide Transnet promptly with all relevant ascertainable facts.
- d) If proceedings are commenced by Transnet alone, Transnet shall be responsible for all expenses but shall be entitled to all damages or other awards arising out of such proceedings. If proceedings are commenced by both Parties, both Parties will be responsible for the expenses and both Parties shall be entitled to damages or other awards arising out of proceedings.

29 NON-WAIVER

29.1 Failure or neglect by either Party, at any time, to enforce any of the provisions of this Agreement, shall not in any manner be construed to be a waiver of any of that Party's rights in that regard and in terms of this Agreement.

29.2 Such failure or neglect shall not in any manner affect the continued, unaltered validity of this Agreement, or prejudice the right of that Party to institute subsequent action.

30 PARTIAL INVALIDITY

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, or shall be required to be modified, the validity, legality and enforceability of the remaining provisions shall not be affected thereby.

31 DISPUTE RESOLUTION

31.1 Should any dispute of whatsoever nature arise between the Parties concerning this Agreement, the Parties shall try to resolve the dispute by negotiation within 10 [ten] Business Days of such dispute arising.

31.2 If the dispute has not been resolved by such negotiation, either of the Parties may refer the dispute to AFSA and notify the other Party accordingly, which proceedings shall be held in Johannesburg.

31.3 Such dispute shall be finally resolved in accordance with the rules of AFSA by an arbitrator or arbitrators appointed by AFSA.

31.4 This clause constitutes an irrevocable consent by the Parties to any proceedings in terms hereof, and neither of the Parties shall be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause 31.

31.5 This clause 31 is severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

31.6 This clause 31 shall not preclude either Party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

32 ADDRESSES FOR NOTICES

32.1 The Parties to this Agreement select the physical addresses and fax numbers, as detailed hereafter, as their respective addresses for giving or sending any notice provided for or required

in terms of this Agreement, provided that either Party shall be entitled to substitute such other address or fax number, as may be, by written notice to the other:

a) **Transnet**

(i) For legal notices:

.....

.....

Fax No.

Attention: Group Legal Department

(ii) For commercial notices:

.....

.....

Fax No.

Attention:

b) **Service Provider**

(i) For legal notices:

.....

.....

Fax No.

Attention:

(ii) For commercial notices:

.....

.....

Fax No.

Attention:

32.2 Any notice shall be addressed to a Party at its physical address, or delivered by hand, or sent by fax or email.

32.3 Any notice shall be deemed to have been given:

- a) if hand delivered, on the day of delivery;
- b) if faxed, on the date and time of sending of such fax, as evidenced by a fax confirmation printout, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such fax, or, should no postal facilities be available on that date, on the next Business Day; or
- c) if sent by email, on the date and time received, provided that such notice shall be confirmed by prepaid registered post on the date of dispatch of such email, or, should no postal facilities be available on that date, on the next Business Day.

33 WHOLE AND ONLY AGREEMENT

- 33.1 The Parties hereby confirm that this Agreement constitutes the whole and only agreement between them with regard to the subject matter of this Agreement.
- 33.2 The Parties hereby confirm that this Agreement replaces all other agreements which exist or may have existed in any form whatsoever between them, with regard to the subject matter dealt with in this Agreement, any annexures appended hereto and the Schedule of Requirements/Work Order.

34 AMENDMENT AND CHANGE CONTROL

- 34.1 Any amendment or change of any nature made to this Agreement and the Schedule of Requirements thereof shall only be valid if it is in writing, signed by both Parties and added to this Agreement as an addendum hereto. In this regard a Change Notice must first be defined and issued by the requesting Party. A Change Notice Response must then be issued by responding Party. A formal approval of the Change Request will then trigger the issue of the addendum to this Agreement.
- 34.2 In the event the Parties cannot agree upon changes, the Parties shall in good faith seek to agree any proposed changes using the dispute resolution procedures in clause 31 [*Dispute Resolution*].

35 GENERAL

35.1 Governing Law

This Agreement is exclusively governed by and construed in accordance with the laws of the Republic of South Africa and is subject to the jurisdiction of the courts of the Republic of South Africa.

35.2 Change of Law

In this Agreement, unless the context otherwise requires, references to a statutory provision include references to that statutory provision as from time to time amended, extended or re-enacted and any regulations made under it, provided that in the event that the amendment, extension or re-enactment of any statutory provision or introduction of any new statutory provision has a material impact on the obligations of either Party, the Parties will negotiate in good faith to agree such amendments to this Agreement as may be appropriate in the circumstances. If, within a reasonable period of time, Service Provider and Transnet cannot reach agreement on the nature of the changes required or on modification of Prices, delivery schedules, warranties, or other terms and conditions, either Party may seek to have the matter determined in accordance with clause 31 [*Dispute Resolution*] above.

35.3 Counterparts

This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Either Party may enter into this Agreement by signing any such counterpart.

36 DATABASE OF RESTRICTED SUPPLIER

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

Thus signed by the Parties and witnessed on the following dates and at the following places:

For and on behalf of TRANSNET SOC LTD duly authorised hereto	For and on behalf of duly authorised hereto
Name:	Name:
Position:	Position:
Signature:	Signature:
Date:	Date:
Place:	Place:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

AS WITNESS: Name:	AS WITNESS: Name:
Signature:	Signature:

SCHEDULE 1 – Work Order No.

FOR THE PROVISION OF SERVICES FOR DREDGE EQUIPMENT REPAIRS ON VARIOUS DREDGERS, INCLUDING BUT NOT LIMITED TO ITALENI, IMPISI, ISANDLWANA, ILEMBE AND IMPISI REPLACEMENT FOR A PERIOD OF THREE (3) YEARS

With reference to the Master Agreement, Reference Number: [the **Agreement**] between Transnet SOC Ltd operating as Transnet National Ports Authority [**TNPA**] and

[**the Service Provider**] pursuant to which the Service Provider has agreed to the Services for and on behalf of TNPA subject to such Agreement, the defined terms in the Master Agreement will, unless otherwise indicated, have the same meaning in this Schedule 1.

In consideration of the mutual covenant and agreements contained in the Agreement and in this Schedule 1 , it is agreed as follows:

1 DESCRIPTION OF THE SERVICES

1.1 The scope of the service to be rendered is described more fully in the Annexures and Schedules referred to below:

- ☐ ANNEXURE A – TECHNICAL SCOPE OF WORK
- ☐ ANNEXURE C – SCHEDULE OF PRICES

2 DELIVERABLES AND COMPLETION DATE

The Deliverables, due for completion by and governed by this Schedule 1.

In the event that the Service Provider fails to meet the delivery dates as agreed, the following penalties will be imposed:

3 REPRESENTATIVE'S

TNPA	Carl Gabriel
Designation	Executive Manager
Operating Division	TNPA- Dredging Services
Address	10 Mahatma Gandhi Road Durban
Cell Phone	083 307 2401
Telephone	031-361 8883
Fax	086 675 4048
Email	Carl.Gabriel@transnet.net

Service Provider	.....
Designation	.....
Address	..........
Cell Phone	.....
Telephone	.....
Fax	.....
Email	.....

4 ACCEPTANCE CRITERIA FOR DELIVERABLES

4.1 TNPA's Representative or his/her nominated delegate will sign off the authorisation approval for Deliverables as detailed above as and when the service is required.

5 PROJECT MANAGEMENT MEETINGS

5.1 Project Management meetings will be held with a minimum frequency of monthly at Dredging Services, or as otherwise directed by TNPA.

5.2 The Service Provider shall:

- a) ensure that representatives referred to above attend each and every meeting;

6 FEES AND DISBURSEMENTS

6.1 The Service Provider hereby agrees to perform the service for the term of the agreement as per the Pricing Schedule (Annexure: C)

6.2 Payment terms are subject to the relevant clause. *[Invoicing and Payment]* of the Agreement hereto.

7. BUSINESS CONTINUITY PLAN

7.1 The Service Provider hereby agrees that it will ensure that it has adequate business continuity measures in place to avoid a disruption and mitigate risk to this Agreement in the event of an unforeseen incident.

7.2 In the event of an incident taking place which invokes TNPA's Business Continuity Plan, the Service Provider will implement its measures referred to in clause 7.1 above.

8. PENALTIES

8.1 TNPA shall be entitled to impose/levy penalties upon the Service Provider in the event that the Service Provider does not comply with the quality standards and requirements stipulated in this Agreement. TNPA shall be entitled to deduct such penalties from the monthly amount due to the Service Provider by TNPA. The Service Provider agrees to the imposition of such penalties and authorises TNPA to apply set-off as is contemplated in this clause 8.1.

8.2 Notwithstanding the provision of this penalty clause, TNPA shall not:-

8.2.1 be precluded from exercising its right to terminate the Agreement; and/or

8.2.2 be stopped from claiming damages from the Service Provider, should damages be suffered by TNPA or any third party (who claims from TNPA) as a result of any conduct or failure on the part of the Service Provider or any of its employees arising out of a breach by the Service Provider of this Agreement; and/or

8.2.3 be in anyway prevented from exercising any or all of its rights in terms of the Agreement.

8.3 In the event of the Service Provider fails to render the services by the date stated, or by such extended date as may be allowed, he shall pay to TNPA Dredging Services for every day beyond such date, as a penalty, a sum of R40,000.00 per day up to a maximum of R400,000.00 cumulative.

8.4 Any penalty imposed in terms of this clause 8 shall be set-off against the invoiced (vatable) amount (as declared in the Service Provider's Tax Invoice) to which the penalty has attached, and the VAT payable by TNPA to the Service Provider shall be calculated on the invoiced amount, less the service-related penalty imposed.

9. COMPLIANCE TO LABOUR AND ENVIRONMENTAL LAWS

9.1 The Service Provider shall comply with the following requirements from TNPA with regard to labour and environmental laws:

The Service Provider shall not permit any persons who are or who appear to be under the influence of intoxicating substances to enter or remain at the workplace;

9.1.1 No person at the workplace shall, be under the influence of, have in his or her possession or partake or offer any other person intoxicating substances;

9.1.2 In the case where a Service Provider's employee is taking medication, the Service Provider shall only allow such person to perform duties at the workplace if the side effects of such medication do not constitute a threat to the health and safety of the person concerned or any other persons at such workplace.

- Random testing will be conducted by TNPA.
- Attendance of SHE meeting
- Every operator to have valid induction certification
- Valid Competency certificates for all operators

9.2 Fuel and oil spillage shall be cleared by the Service Provider in accordance with Environmental requirements, within 24 hours.

9.2.1 Should the Service Provider fail to do so, TNPA shall appoint an appropriate organisation to do so, and the cost shall be transferred to the Service Provider.

9.2.2 In the Event that the Service Provider fails to comply with all applicable environmental legislation, the Service Provider shall be liable for and bear all costs of making good any damage or harm caused by it to any person, area within the Terminal, public road, path or street, private or third party property, environment including but not limited to fauna and flora. The Service Provider indemnifies TNPA in respect of any damage or harm caused by the Service Provider.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Service Provider shall immediately advise TNPA of any decision taken to discontinue or in any way change the provision of any services stipulated in this Agreement.
- 10.2 The Parties will jointly and continually investigate and search for opportunities to improve on specifications, technology, procedures and management of the services supplied in order to reduce TNPA's overall costs.
- 10.3 The representative(s) of the Service Provider as well as the TNPA Commodity Manager and other identified TNPA Staff shall conduct regular meetings. Such meetings will be scheduled by the TNPA Commodity Manager where, amongst others, the following aspects shall be addressed:
 - 10.3.1 problem solving and generating of savings ideas for implementation to reduce the total cost of the provision of this service as well as other services relating thereto;
 - 10.3.2 considering and/or developing of savings ideas for implementation and specific reports submitted by either Party on aspects related to the operation, application, and management of the services as provided for in this Agreement;
 - 10.3.3 discussion of all current aspects relating to the Agreement between the Parties. To this end the Parties in general undertake to take all steps to enhance the relationship between the Parties;
 - 10.3.4 identification of cost saving and efficiency improvement opportunities, maintenance applications and operational practices;
 - 10.3.5 development of initiative proposals;
 - 10.3.6 obtaining buy-in from all users/stakeholders;
 - 10.3.7 implementation of cost savings initiatives / action plans;
 - 10.3.8 continuous measuring and benchmarking;
 - 10.3.9 quantification of savings (impact and cost);
 - 10.3.10 correction of deviations; and
 - 10.3.11 discussion of demand tendencies and fluctuations.

- 10.4 The meeting shall be coordinated by TNPA and TNPA shall keep proper minutes of the proceedings.
- 10.5 In the event of any disagreement between the Parties, the matter shall be dealt with in terms of the dispute resolution mechanisms as provided for in the Master Agreement.
- 10.6 The meeting type and frequency will be as follows:
- 10.6.1 Quarterly meetings (and extended members where needed) with a set agenda to address continuous improvement issues as indicated herein.
- 10.6.2 Monthly technical / operations meetings at TNPA's facilities, between the representatives from each Party.
- 10.7 The Parties agree that in the event that specifications/Service/Price needs to be amended due to the outcomes of the above-mentioned program or for any other reason, a formal amendment to the Agreement will be reduced to writing to formalise such changes.

Thus signed by the Parties on the following dates and at the following places:

SIGNED for and on behalf of: 	SIGNED for and on behalf of: Transnet SOC Ltd, trading through operating division Transnet National Ports Authority
Signature	Signature
Name:	Name:
Position:	Position:
Date:	Date:
Place:	Place:

GENERAL BID CONDITIONS

[June 2021]

TABLE OF CONTENTS

1	DEFINITIONS	3
2	GENERAL	3
3	SUBMITTING OF BID DOCUMENTS.....	3
4	USE OF BID FORMS	3
5	BID FEES	4
6	VALIDITY PERIOD	4
7	SITE VISITS / BRIEFING SESSIONS	4
8	CLARIFICATION BEFORE THE CLOSING DATE	4
9	COMMUNICATION AFTER THE CLOSING DATE	4
10	UNAUTHORISED COMMUNICATION ABOUT BIDS.....	4
11	RETURNABLE DOCUMENTS	4
12	DEFAULTS BY RESPONDENTS	5
13	CURRENCY	5
14	PRICES SUBJECT TO CONFIRMATION	5
15	ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES	5
16	EXCHANGE AND REMITTANCE.....	5
17	ACCEPTANCE OF BID.....	6
18	NOTICE TO UNSUCCESSFUL RESPONDENTS.....	6
19	TERMS AND CONDITIONS OF CONTRACT	6
20	CONTRACT DOCUMENTS	6
21	LAW GOVERNING CONTRACT.....	6
22	IDENTIFICATION	7
23	RESPONDENT'S SAMPLES	7
24	SECURITIES.....	7
25	PRICE AND DELIVERY BASIS FOR GOODS	8
26	EXPORT LICENCE	8
27	QUALITY OF MATERIAL	8
28	DELETION OF ITEMS EXCLUDED FROM BID	8
29	VALUE-ADDED TAX	8
30	IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT	8
31	CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS	9
32	PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS	10
33	BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS.....	10
34	DATABASE OF RESTRICTED SUPPLIERS	11
35	PROTECTION OF PERSONAL DATA	ERROR! BOOKMARK NOT DEFINED.
36	CONFLICT WITH ISSUED RFX DOCUMENT	11

1 DEFINITIONS

Where the following words or phrases are used in this Agreement, such words or phrases shall have the meaning assigned thereto in this clause, except where the context clearly requires otherwise:

- 1.1 **Bid** shall mean a Respondent's tendered response / proposal to a Transnet RFP or RFQ;
- 1.2 **Bid Document(s)** shall mean a reference to a Request for Proposal or Request for Quotation;
- 1.3 **Business Day** shall mean any day other than a Saturday, Sunday or public holiday;
- 1.4 **Goods** shall mean the goods required by Transnet as specified in its Bid Document;
- 1.5 **Parties** shall mean Transnet and the Respondents to a Bid Document;
- 1.6 **Respondent(s)** shall mean a respondent/bidder to a Bid Document;
- 1.7 **RFP** shall mean Request for Proposal;
- 1.8 **RFQ** shall mean Request for Quotation;
- 1.9 **RFX** shall mean RFP or RFQ, as the case may be;
- 1.10 **Services** shall mean the services required by Transnet as specified in its Bid Document;
- 1.11 **Service Provider or Supplier** shall mean the successful Respondent;
- 1.12 **Tax Invoice** shall mean the document as required by Section 20 of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time;
- 1.13 **Transnet** shall mean Transnet SOC Ltd, a State Owned Company; and
- 1.14 **VAT** shall mean Value-Added Tax in terms of the Value-Added Tax Act, 89 of 1991, as may be amended from time to time.

2 GENERAL

All Bid Documents and subsequent contracts and orders shall be subject to the following general conditions as laid down by Transnet and are to be strictly adhered to by any Respondent to this RFX.

3 SUBMITTING OF BID DOCUMENTS

- 3.1 A Bid, which shall hereinafter include reference to an RFP or RFQ, shall be submitted to Transnet no later than the closing date and time specified in accordance with the directions issued in the Bid Documents. Late Bids will not be considered.
- 3.2 The Bid Documents must be completed in their entirety and Respondents are required to complete their Bid submissions legibly in non-erasable ink.
- 3.3 Bids shall be delivered in a sealed envelope in accordance with the instructions indicated in the Bid Documents with the Bid number and subject marked on the front of the envelope.
- 3.4 The Respondent's return address must be stated on the reverse side of the sealed envelope.

4 USE OF BID FORMS

- 4.1 Where special forms and/or formats are issued by Transnet for the submission of Bids, Respondents are required to submit their Bids by completion of the appropriate sections on such official forms and/or formats and not in other forms and/or formats or documents bearing their own terms and conditions of contract. Non-compliance with this condition may result in the rejection of a Bid.
- 4.2 Respondents must note that the original Bid forms and/or formats must be completed for submission.

- 4.3 Only if insufficient space has been allocated to a particular response may a Respondent submit additional information under separate cover using the Company's letterhead. This must be duly cross-referenced in the RFX.

5 BID FEES

- 5.1 A non-refundable fee may be charged for Bid Documents, depending on the administrative cost of preparing and issuing the Bid Document provided the Bid Documents are also made available free of charge on the National Treasury eTender Publication Portal.

6 VALIDITY PERIOD

- 6.1 The Respondents must hold their Bid valid for acceptance by Transnet at any time within the requested validity period after the closing date of the bid.
- 6.2 Respondents may be requested to extend their validity period for a specified additional period. In such instances, Respondents will not be allowed to change any aspect of their Bid, unless they are able to demonstrate that the proposed change/s is as a direct and unavoidable consequence of Transnet's extension of the validity period.

7 SITE VISITS / BRIEFING SESSIONS

Respondents may be requested to attend a site visit or briefing session where it is necessary to view the site in order to prepare their Bids, or where Transnet deems it necessary to provide Respondents with further information to allow them to complete their Bids properly. Where such visits or sessions are indicated as compulsory in the RFX Document, Respondents are obliged to attend these meetings as failure to do so will result in their disqualification.

8 CLARIFICATION BEFORE THE CLOSING DATE

Should clarification be required on any aspect of the Bid before the closing date, the Respondent must direct such queries to the contact person listed in the RFX Document in the stipulated manner.

9 COMMUNICATION AFTER THE CLOSING DATE

After the closing date of a Bid (i.e. during the evaluation period) the Respondent may only communicate with the Chairperson or the Secretary of the relevant Acquisition Council.

10 UNAUTHORISED COMMUNICATION ABOUT BIDS

Where Bids are submitted to the Secretary of an Acquisition Council, Respondents may at any time communicate with the Secretary on any matter relating to its Bid but, in the absence of written authority from the Secretary, no communication on a question affecting the subject of a Bid shall take place between Respondents or other potential service providers or any member of the Acquisition Council or official of Transnet during the period between the closing date for the receipt of the Bid and the date of the notification of the successful Respondent(s). A Bid, in respect of which any such unauthorised communication has occurred, may be disqualified.

11 RETURNABLE DOCUMENTS

All returnable documents listed in the RFX Documents must be submitted with Respondent's Bid. Failure to submit mandatory returnable schedules / documents will result in disqualification. Failure to submit other schedules / documents may result in disqualification.

12 DEFAULTS BY RESPONDENTS

If the Respondent, after it has been notified of the acceptance of its Bid fails to:

- 12.1 enter into a formal contract when called upon to do so within such period as Transnet may specify; or
- 12.2 accept an order in terms of the Bid;
- 12.3 furnish satisfactory security when called upon to do so for the fulfilment of the contract; or
- 12.4 comply with any condition imposed by Transnet,

Transnet may, in any such case, without prejudice to any other legal remedy which it may have, proceed to accept any other Bid or, if it is necessary to do so, call for Bids afresh, and may recover from the defaulting Respondent any additional expense incurred by Transnet in calling for new offers or in accepting a less favourable offer.

13 CURRENCY

All monetary amounts referred to in a Bid response must be in Rand, the currency of the Republic of South Africa [**ZAR**], save to the extent specifically permitted in the RFP.

14 PRICES SUBJECT TO CONFIRMATION

- 14.1 Prices which are quoted subject to confirmation will not be considered.

15 ALTERATIONS MADE BY THE RESPONDENT TO BID PRICES

All alterations made by the Respondent to its Bid price(s) prior to the submission of its Bid Documents must be done by deleting the incorrect figures and words where required and by inserting the correct figures and words against the items concerned. All such alterations must be initialled by the person who signs the Bid Documents. Failure to observe this requirement may result in the particular item(s) concerned being excluded in the matter of the award of the business.

16 EXCHANGE AND REMITTANCE

- 16.1 The Respondent should note that where the whole or a portion of the contract or order value is to be remitted overseas, Transnet shall, if requested to do so by the Supplier/Service Provider, effect payment overseas directly to the foreign principal or manufacturer of such percentage of the contract or order value as may be stipulated by the Respondent in its Bid Documents.
- 16.2 It is Transnet's preference to enter into Rand-based agreements. Transnet would request, therefore, that the Respondent give favourable consideration to obtaining forward exchange cover on the foreign currency portion of the Agreement at a cost that is acceptable to Transnet to protect itself against any currency rate fluctuation risks for the duration of any resulting contract or order.
- 16.3 The Respondent who desires to avail itself of the aforementioned facility must at the time of bidding furnish the information called for in the Exchange and Remittance section of the Bid Documents and also furnish full details of the principals or manufacturer to whom payment is to be made.
- 16.4 The South African Reserve Bank's approval is required before any foreign currency payments can be made to or on behalf of Respondents.
- 16.5 Transnet will not recognise any claim for adjustment of the order and/or contract price if the increase in price arises after the date on which the Goods/Services were to be delivered, as set out in the order and/or contract, or any subsequent agreement between the parties.

- 16.6 Transnet reserves the right to request a pro-forma invoice/tax invoice in order to ensure compliance with the contract and Value-Added Tax Act no. 89 of 1991 [VAT Act].

17 ACCEPTANCE OF BID

- 17.1 Upon the acceptance of a Bid by Transnet, the parties shall be bound by these General Bid Conditions and any contractual terms and/or any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 17.2 Where the Respondent has been informed by Transnet of the acceptance of its Bid, an email communication that has been successfully sent to the Respondent shall be regarded as proof of delivery to the Respondent 1 day after the date of submission.

18 NOTICE TO UNSUCCESSFUL RESPONDENTS

- 18.1 Unsuccessful Respondents shall be advised in writing that their Bids have not been accepted as soon as possible after the closing date of the Bid. On award of business to the successful Respondent all unsuccessful Respondents must be informed of the name of the successful Respondent and of the reason as to why their Bids had been unsuccessful.

19 TERMS AND CONDITIONS OF CONTRACT

- 19.1 The Supplier/Service Provider shall adhere to the Terms and Conditions of Contract issued with the Bid Documents, together with any schedule of "Special Conditions" or otherwise which form part of the Bid Documents.
- 19.2 Should the Respondent find any conditions unacceptable, it should indicate which conditions are unacceptable and offer amendments/ alternatives by written submission on a company letterhead. Any such submission shall be subject to review by Transnet's Legal Counsel who shall determine whether the proposed amendments /alternative(s) are acceptable or otherwise, as the case may be. Respondents will be afforded an opportunity to withdraw an unacceptable deviation, failing which the respondent will be disqualified.

20 CONTRACT DOCUMENTS

- 20.1 The contract documents will comprise these General Bid Conditions, the Terms and Conditions of Contract and any schedule of "Special Conditions" which form part of the Bid Documents.
- 20.2 The abovementioned documents together with the Respondent's Bid response will constitute the contract between the parties upon receipt by the Respondent of Transnet's letter of acceptance / intent, subject to all additional amendments and/or special conditions thereto as agreed to by the parties.
- 20.3 Should Transnet inform the Respondent that a formal contract will be signed, the abovementioned documents together with the Respondent's Bid response [and, if any, its covering letter and any subsequent exchange of correspondence] as well as Transnet's Letter of Acceptance/Intent, shall constitute a binding contract until the final contract is signed.

21 LAW GOVERNING CONTRACT

The law of the Republic of South Africa shall govern the contract created by the acceptance of a Bid. The *domicilium citandi et executandi* shall be a place in the Republic of South Africa to be specified by the Respondent in its Bid at which all legal documents may be served on the Respondent who shall agree to

submit to the jurisdiction of the courts of the Republic of South Africa. A foreign Respondent shall, therefore, state in its Bid the name of its authorised representative in the Republic of South Africa who is empowered to sign any contract which may be entered into in the event of its Bid being accepted and to act on its behalf in all matters relating to the contract.

22 IDENTIFICATION

If the Respondent is a company, the full names of the directors shall be stated in the Bid. If the Respondent is a close corporation, the full names of the members shall be stated in the Bid. If the Respondent is a partnership or an individual trading under a trade name, the full names of the partners or of such individual, as the case may be, shall be furnished.

23 RESPONDENT'S SAMPLES

- 23.1 If samples are required from Respondents, such samples shall be suitably marked with the Respondent's name and address, the Bid number and the Bid item number and must be despatched in time to reach the addressee as stipulated in the Bid Documents on or before the closing date of the Bid. Failure to submit samples by the due date may result in the rejection of a Bid.
- 23.2 Transnet reserves the right to retain samples furnished by Respondents in compliance with Bid conditions.
- 23.3 Payment will not be made for a successful Respondent's samples that may be retained by Transnet for the purpose of checking the quality and workmanship of Goods/Services delivered in execution of a contract.
- 23.4 If Transnet does not wish to retain unsuccessful Respondents' samples and the Respondents require their return, such samples may be collected by the Respondents at their own risk and cost.

24 SECURITIES

- 24.1 The successful Respondent, when called upon to do so, shall provide security to the satisfaction of Transnet for the due fulfilment of a contract or order. Such security shall be in the form of a Deed of Suretyship [Deed of Suretyship] furnished by an approved bank, building society, insurance or guarantee corporation carrying on business in South Africa.
- 24.2 The security may be applied in whole or part at the discretion of Transnet to make good any loss or damage which Transnet may incur in consequence of a breach of the contract or any part thereof.
- 24.3 Such security, if required, shall be an amount which will be stipulated in the Bid Documents.
- 24.4 For the purpose of clause 24.124.1 above, Transnet will supply a Deed of Suretyship form to the successful Respondent for completion and no guarantee in any other form will be accepted. A copy of such form will be supplied to Respondents on request. For this purpose a Deed of Suretyship form will be provided which shall be completed and returned to Transnet or a designated official by the successful Respondent within 30 [thirty] calendar days from the date of the letter of acceptance. No payment will be made until the form, duly completed, is delivered to Transnet. Failure to return the Deed of Suretyship within the prescribed time shall, save where prior extension has been granted, entitle Transnet without notice to the Supplier/Service Provider to cancel the contract with immediate effect.
- 24.5 Additional costs incurred by Transnet necessitated by reason of default on the part of the Supplier/Service Provider in relation to the conditions of this clause 24 will be for the account of the Supplier/Service Provider.

25 PRICE AND DELIVERY BASIS FOR GOODS

- 25.1 Unless otherwise specified in the Bid Documents, the prices quoted for Goods must be on a Delivered Duty Paid [latest ICC Incoterms] price basis in accordance with the terms and at the delivery point or points specified in Transnet's Bid Documents. Bids for supply on any other basis of delivery are liable to disqualification. The lead time for delivery stated by the Respondent must be inclusive of all non-working days or holidays, and of periods occupied in stocktaking or in effecting repairs to or overhauling plant, which would ordinarily occur within the delivery period given by the Respondent.
- 25.2 Respondents must furnish their Bid prices in the Price Schedule of the Bid Documents on the following basis:
- a) Local Supplies - Prices for Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held in South Africa, to be quoted on a Delivered RSA named destination basis.
 - b) Imported Supplies - Prices for Goods to be imported from all sources to be quoted on a Delivered Duty Paid [latest ICC Incoterms] basis, to end destination in South Africa, unless otherwise specified in the Bid Price Schedule.

26 EXPORT LICENCE

The award of a Bid for Goods to be imported may be subject to the issue of an export licence in the country of origin or supply. If required, the Supplier/Service Provider's manufacturer or forwarding agent shall be required to apply for such licence.

27 QUALITY OF MATERIAL

Unless otherwise stipulated, the Goods offered shall be NEW i.e. in unused condition, neither second-hand nor reconditioned.

28 DELETION OF ITEMS EXCLUDED FROM BID

The Respondent must delete items for which it has not tendered or for which the price has been included elsewhere in its Bid.

29 VALUE-ADDED TAX

- 29.1 In respect of local supplies, i.e. Goods to be manufactured, produced or assembled in the Republic of South Africa, or imported supplies held or already in transit to South Africa, the prices quoted by the Respondent are to be inclusive of VAT which must be shown separately at the standard rate on the Tax Invoice.
- 29.2 In respect of foreign Services rendered:
- a) the invoicing by a South African Service Provider on behalf of its foreign principal rendering such Service represents a Service rendered by the principal; and
 - b) the Service Provider's Tax Invoice(s) for the local portion only [i.e. the "commission" for the Services rendered locally] must show the VAT separately.

30 IMPORTANT NOTICE TO RESPONDENTS REGARDING PAYMENT

- 30.1 Method of Payment
- a) The attention of the Respondent is directed to the Terms and Conditions of Contract which set out the conditions of payment on which Bid price(s) shall be based.

- b) However, in addition to the foregoing the Respondent is invited to submit offers based on alternative methods of payment and/or financing proposals.
- c) The Respondent is required to give full particulars of the terms that will be applicable to its alternative offer(s) and the financial merits thereof will be evaluated and taken into consideration when the Bid is adjudicated.
- d) The Respondent must, therefore, in the first instance, tender strictly in accordance with clause 30.1 (a) above. Failure to comply with clause 30.1 (a) above may preclude a Bid from further consideration.

NOTE: The successful Respondent [the **Supplier/Service Provider**] shall, where applicable, be required to furnish a guarantee covering any advance payments.

30.2 Conditional Discount

Respondents offering prices which are subject to a conditional discount applicable for payment within a specific period are to note that the conditional period will be calculated as from the date of receipt by Transnet of the Supplier/Service Provider's month-end statement reflecting the relevant Tax Invoice(s) for payment purposes, provided the conditions of the order or contract have been fulfilled and the Tax Invoice is correct in all respects as referred to in the contract or order. Incomplete and/or incorrect Tax Invoices shall be returned and the conditional period will be recalculated from the date of receipt of the correct documentation.

31 CONTRACT QUANTITIES AND DELIVERY REQUIREMENTS

31.1 Contract Quantities

- a) It must be clearly understood that although Transnet does not bind itself to purchase a definitive quantity under any contract which may be entered into pursuant to this Bid, the successful Respondent nevertheless undertakes to supply against the contract such quantities as may be ordered against the contract, which orders are posted or delivered by hand or transmitted electronically on or before the expiry date of such contract.
- b) It is furthermore a condition that Transnet will not accept liability for any material/stocks specially ordered or carried by the Respondent with a view to meeting the requirements under any such contract.
- c) The estimated planned quantities likely to be ordered by Transnet per annum are furnished in relevant section of the Bid Documents. For avoidance of doubt the estimated quantities are estimates and Transnet reserves the right to order only those quantities sufficient for its operational requirements.

31.2 Delivery Period

- a) Period Contracts and Fixed Quantity Requirements
It will be a condition of any resulting contract/order that the delivery period embodied therein will be governed by the provisions of the Terms and Conditions of Contract.
- b) Progress Reports
The Supplier/Service Provider may be required to submit periodical progress reports with regard to the delivery of the Goods/Services.
- c) Emergency Demands as and when required

If, due to unforeseen circumstances, supplies of the Goods/Services covered by the Bid are required at short notice for immediate delivery, the Supplier/Service Provider will be given first right of refusal for such business. If it is unable to meet the desired critical delivery period, Transnet reserves the right to purchase such supplies as may be required to meet the emergency outside the contract if immediate delivery can be offered from any other source. The *Total or Partial Failure to Perform the Scope of Supply* section in the Terms and Conditions of Contract will not be applicable in these circumstances.

32 PLANS, DRAWINGS, DIAGRAMS, SPECIFICATIONS AND DOCUMENTS

32.1 Copyright

Copyright in plans, drawings, diagrams, specifications and documents compiled by the Supplier/Service Provider for the purpose of contract work shall be governed by the Intellectual Property Rights section in the Terms and Conditions of Contract.

32.2 Drawings and specifications

In addition to what may be stated in any Bid Document, the Respondent should note that, unless notified to the contrary by Transnet or a designated official by means of an official amendment to the Bid Documents, it is required to tender for Goods/Services strictly in accordance with the drawings and/or specifications supplied by Transnet, notwithstanding that it may be aware that alterations or amendments to such drawings or specifications are contemplated by Transnet.

32.3 Respondent's drawings

Drawings required to be submitted by the Respondent must be furnished before the closing time and date of the Bid. The non-receipt of such drawings by the appointed time may disqualify the Bid.

32.4 Foreign specifications

The Respondent quoting for Goods/Services in accordance with foreign specifications, other than British and American standards, is to submit translated copies of such specifications with the Bid. In the event of any departures or variations between the foreign specification(s) quoted in the Bid Documents, full details regarding such departures or variations must be furnished by the Respondent in a covering letter attached to the Bid. Non-compliance with this condition may result in disqualification.

33 BIDS BY OR ON BEHALF OF FOREIGN RESPONDENTS

33.1 Bids submitted by foreign principals may be forwarded directly by the principals or by its South African representative or agent to the Secretary of the Acquisition Council or to a designated official of Transnet according to whichever officer is specified in the Bid Documents.

33.2 In the case of a representative or agent, written proof must be submitted to the effect that such representative or agent has been duly authorised to act in that capacity by the principal. Failure to submit such authorisation by the representative or agent shall disqualify the Bid.

33.3 When legally authorised to prepare and submit Bids on behalf of their principals not domiciled in the Republic of South Africa, representatives or agents must compile the Bids in the names of such principals and sign them on behalf of the latter.

33.4 South African representatives or agents of a successful foreign Respondent must when so required enter into a formal contract in the name of their principals and must sign such contract on behalf of the latter. In every such case a legal Power of Attorney from their principals must be furnished to

Transnet by the South African representative or agents authorising them to enter into and sign such contract.

- a) Such Power of Attorney must comply with Rule 63 (Authentication of documents executed outside the Republic for use within the Republic) of the Uniform Rules of Court: Rules regulating the conduct of the proceedings of the several provincial and local divisions of the Supreme Court of South Africa.
- b) The Power of Attorney must be signed by the principal under the same title as used in the Bid Documents.
- c) If a Power of Attorney held by the South African representative or agent includes matters of a general nature besides provision for the entering into and signing of a contract with Transnet, a certified copy thereof should be furnished.
- d) The Power of Attorney must authorise the South African representative or agent to choose the *domicilium citandi et executandi*.

33.5 If payment is to be made in South Africa, the foreign Supplier/Service Provider [i.e. the principal, or its South African agent or representative], must notify Transnet in writing whether, for payment by electronic funds transfer [EFT]:

- a) funds are to be transferred to the credit of the foreign Supplier/Service Provider's account at a bank in South Africa, in which case the name and branch of such bank shall be furnished; or
- b) funds are to be transferred to the credit of its South African agent or representative, in which case the name and branch of such bank shall be furnished.

33.6 The attention of the Respondent is directed to clause 24 above [Securities] regarding the provision of security for the fulfilment of contracts and orders and the manner and form in which such security is to be furnished.

34 DATABASE OF RESTRICTED SUPPLIERS

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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder has been restricted with National Treasury by another government institution.

35 CONFLICT WITH ISSUED RFX DOCUMENT

35.1 Should a conflict arise between these General Bid Conditions and the issued RFX document, the conditions stated in the RFX document shall prevail.

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Important Note: All potential bidders must read this document and certify in the RFX Declaration Form that they have acquainted themselves with, and agree with the content. The contract with the successful bidder will automatically incorporate this Integrity Pact as part of the final concluded contract.

INTEGRITY PACT

Between

TRANSNET SOC LTD

Registration Number: 1990/000900/30

("Transnet")

And The Bidder / Supplier/ Service Provider / Contractor (hereinafter referred to as the "Bidder / Supplier")

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 Bidders / Suppliers.

In order to achieve these goals, Transnet and the Bidder / Supplier hereby enter into this agreement hereinafter referred to as the "Integrity Pact" which will form part of the Bidder's / Supplier'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 Bidders / Suppliers 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 Bidder / Supplier 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 Bidders / Suppliers 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 Bidder, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to any contract.
- 2.2 Transnet will, during the registration and bidding process treat all Bidders / Suppliers with equity, transparency and fairness. Transnet will in particular, before and during the registration process, provide to all Bidders / Suppliers the same information and will not provide to any Bidders / Suppliers confidential / additional information through which the Bidders / Suppliers could obtain an advantage in relation to any bidding process.
- 2.3 Transnet further confirms that its employees will not favour any prospective bidder in any form that could afford an undue advantage to a particular bidder during the tendering stage, and will further treat all Bidders / Supplier participating in the bidding process in a fair manner.
- 2.4 Transnet will exclude from the bidding process such employees who have any personal interest in the Bidders / Suppliers participating in the bidding process.

3 OBLIGATIONS OF THE BIDDER / SUPPLIER

- 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 Bidder / Supplier commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any ensuing contract stage in order to secure the contract or in furtherance to secure it and in particular the Bidder / Supplier commits to the following:
- a) The Bidder / Supplier 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 bidding process or to any third person any material or other benefit or payment, in order to obtain in exchange an advantage during the bidding process; and
 - b) The Bidder / Supplier 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 bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The Bidder / Supplier will not collude with other parties interested in the contract to preclude a competitive bid price, impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The Bidder / Supplier further commits itself to delivering against all agreed upon conditions as stipulated within the contract.
- 3.4 The Bidder / Supplier will not enter into any illegal or dishonest agreement or understanding, whether formal or informal with other Bidders / Suppliers. This applies in particular to certifications, submissions or non-submission of documents or actions that are restrictive or to introduce cartels into the bidding process.
- 3.5 The Bidder / Supplier will not commit any criminal offence under the relevant anti-corruption laws of South Africa or any other country. Furthermore, the Bidder /Supplier 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 Bidder / Supplier 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 bidding process. Similarly, the Bidder / Supplier of South African nationality shall furnish the name and address of the foreign principals, if any, involved directly or indirectly in the registration or bidding process.
- 3.7 The Bidder / Supplier will not misrepresent facts or furnish false or forged documents or information in order to influence the bidding process to the advantage of the Bidder / Supplier or detriment of Transnet or other competitors.

- 3.8 Transnet may require the Bidder / Supplier 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 Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 3.10 The Bidder/Supplier 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 BIDDING

- 4.1 For the purposes of this undertaking in relation to any submitted Bid, the Bidder declares to fully understand that the word "competitor" shall include any individual or organisation, other than the Bidder, whether or not affiliated with the Bidder, who:
- a) has been requested to submit a Bid in response to this Bid invitation;
 - b) could potentially submit a Bid in response to this Bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same Goods and Services as the Bidder and/or is in the same line of business as the Bidder.
- 4.2 The Bidder has arrived at his submitted Bid 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 bidding.
- 4.3 In particular, without limiting the generality of paragraph 4.2 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 Bid;

- e) the submission of a Bid which does not meet the specifications and conditions of the RFP; or
 - f) bidding with the intention of not winning the Bid.
- 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 Bid relates.
- 4.5 The terms of the Bid as submitted have not been, and will not be, disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official Bid opening or of the awarding of the contract.
- 4.6 Bidders are aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority **[NPA]** for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding 10 [ten] years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

5 DISQUALIFICATION FROM BIDDING PROCESS

- 5.1 If the Bidder / Supplier has committed a transgression through a violation of paragraph 3 of this Integrity Pact or in any other form such as to put its reliability or credibility as a Bidder / Supplier into question, Transnet may reject the Bidder's / Supplier's application from the registration or bidding process and remove the Bidder / Supplier from its database, if already registered.
- 5.2 If the Bidder / Supplier has committed a transgression through a violation of paragraph 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 Bidder / Supplier from future bidding 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 Bidder / Supplier 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 Bidder / Supplier 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 DATABASE OF RESTRICTED SUPPLIERS

- 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 Bid shall be awarded to a Bidder 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 Bidder should it be established, at any time, that a bidder 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 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 supplier or contractor to Transnet may not subcontract any portion of the contract to a restricted company.
- 6.7 Grounds for restriction include: If any person/Enterprise which has submitted a Bid, concluded a contract, or, in the capacity of agent or subcontractor, has been associated with such Bid or contract:
 - a) Has, in bad faith, withdrawn such Bid after the advertised closing date and time for the receipt of Bids;
 - b) has, after being notified of the acceptance of his Bid, failed or refused to sign a contract when called upon to do so in terms of any condition forming part of the bid documents;
 - c) has carried out any contract resulting from such bid 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) has submitted false information regarding any other matter required in terms of the Preferential Procurement Regulations, 2017 issued in terms of the Preferential Procurement Policy Framework Act which will affect the evaluation of a Bid or where a Bidder has failed to declare any subcontracting arrangements;
 - h) caused Transnet damage, or to incur costs in order to meet the contractor's requirements and which could not be recovered from the contractor;
 - i) has litigated against Transnet in bad faith.

7 PREVIOUS TRANSGRESSIONS

- 7.1 The Bidder / Supplier 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 Bidder's / Supplier's database or any bidding process.
- 7.2 If it is found to be that the Bidder / Supplier made an incorrect statement on this subject, the Bidder / Supplier can be rejected from the registration process or removed from the Bidder / Supplier database, if already registered, for such reason (refer to the Breach of Law Form contained in the applicable RFX 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 Bidder / Supplier from the bidding process or call off the pre-contract negotiations without giving any compensation to the Bidder / Supplier. However, the proceedings with the other Bidders / Suppliers may continue;
- b) Immediately cancel the contract, if already awarded or signed, without giving any compensation to the Bidder / Supplier;
- c) Recover all sums already paid by Transnet;
- d) Encash the advance bank guarantee and performance bond or warranty bond, if furnished by the Bidder / Supplier, in order to recover the payments, already made by Transnet, along with interest;
- e) Cancel all or any other contracts with the Bidder / Supplier;
- f) Exclude the Bidder / Supplier from entering into any bid with Transnet and other organs of state in future for a specified period; and
- g) If the Supplier subcontracted a portion of the bid to another person without declaring it to Transnet, Transnet must penalise the Supplier up to 10% of the value of the contract.

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 bidding / 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 bid committee member or any person involved in the sourcing process must be declared in a prescribed form.

9.3 If a Bidder / Supplier 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 bid which will be considered for the bid process, the Bidder / Supplier:

- 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 Bidder / Supplier 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 Bidder / Supplier.

10 DISPUTE RESOLUTION

10.1 Transnet recognises that trust and good faith are pivotal to its relationship with its Bidders / Suppliers. When a dispute arises between Transnet and its Bidder / Supplier, 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 restriction 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 supplier make a false statement either in giving evidence or on an affidavit;
- c) **Scurrilous allegations:** where a supplier makes allegations regarding a senior Transnet employee which are without proper foundation, scandalous, abusive or defamatory; and
- d) **Abuse of court process:** when a supplier abuses the court process in order to gain a competitive advantage during a bid 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 bidding 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 Bidder / Supplier be confronted with dishonest, fraudulent or corruptive behaviour of one or more Transnet employees, Transnet expects its Bidders / Suppliers to report this behaviour directly to a senior Transnet official / employee or alternatively by using Transnet's "Tip-Off Anonymous" hotline number 0800 003 056, whereby your confidentiality is guaranteed.

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

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NON DISCLOSURE AGREEMENT

[April 2020]

THIS AGREEMENT is made between

Transnet SOC Ltd [Transnet] [Registration No. 1990/000900/30]

whose registered office is at 49th Floor, Carlton Centre, 150 Commissioner Street, Johannesburg 2001,

and

the Company as indicated in the RFP bid response hereto

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 Bid 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** 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 Bid or for the subsequent performance of any contract between the parties in relation to the Bid.
- 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 Bid 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 Bid 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 Bid 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 Bid 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 Bid 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.

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